

MEMORANDUM OF UNDERSTANDING
BETWEEN
BALTIMORE COUNTY ADMINISTRATION



AND THE
AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
LOCAL #921



AFSCME®
in the public service

JULY 1, 2020 - JUNE 30, 2023

AFSCME, LOCAL NO. 921, AFL-CIO

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

WHEREAS, Baltimore County Administration "Administration" and the American Federation of State, County and Municipal Employees, herein after referred to as the "Union", desire to provide efficient public service to the citizens of Baltimore County, and;

WHEREAS, the Union and the Administration agree that this goal can best be achieved through a harmonious relationship between them, the parties hereby agree as follows.....

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ARTICLE 1 -RECOGNITION

Section 1.1 -Recognition of Exclusive Representative

Baltimore County hereby recognizes the Union as the exclusive representative of employees as defined in Section 1.2 of this Memorandum of Understanding for the purpose of bargaining collectively concerning wages, hours and other conditions and terms of employment.

Section 1.2 -Employee Defined

For purposes of this Memorandum of Understanding, "employee(s)" shall mean all hourly employees in Pay Schedule II of the Baltimore Classification and Compensation Plan, as certified by the Maryland Department of Licensing on November 16, 1977.

ARTICLE 2 --MANAGEMENT AND EMPLOYEE RIGHTS

Section 2.1 -Management Rights

Section 4-5-202 of the Baltimore County Code is incorporated herein by reference.

Section 2.2 -Employee Rights

An employee will have and will be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist the Union or to refrain from such activity in accordance with the Employee Relations Act of Baltimore County. In the exercise of this right, employees and their representatives will be free from any and all interference, restraint, coercion and discrimination. Except as otherwise expressly provided in this Memorandum of Understanding and in the Employee Relations Act of Baltimore County, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization as representative, including presentation of views to officials of Baltimore County, or other appropriate authority.

Section 2.3 –Labor Management Committee

AFSCME and the County agree to establish a labor-management committee during the term of this agreement that shall meet at least bi-monthly. The Chief of Labor Relations in the Office of Human Resources and the President of AFSCME Local 921 shall be responsible for convening the meetings and ensure there is appropriate representation to discuss the following topics and any other agenda items for a given meeting. In FY2022, the Labor Management Committee shall, at a minimum, discuss the following topics:

- Disciplinary process for Pay Schedule II employees;
- Administration of parking subsidies for Towson-based employees;
- Re-imbursement for CDL's and other licenses for employment; and
- Required physicals for Pay Schedule II employees.

If the County and AFSCME agree that a change is needed as a result of the labor management committee, the change will be implemented as soon as practicable, and if necessary, through a side-letter. Changes that must be made the MOU can be proposed for FY2023.

ARTICLE 3 --UNION SECURITY

Section 3.1-Union Membership

All employees covered by this Memorandum of Understanding who (a) are employed after the effective date of this Memorandum of Understanding and elect not to join or remain members of the Union, or (b) were employed prior to the effective date of this Memorandum of Understanding and had previously executed membership or dues authorization cards as members of said Union, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, pay a service fee to the Union in an amount not to exceed the then current Union dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of civil service rights; and in any and all other proceedings and matters for which the Union is the employees exclusive representative as a result of its certification, except that in no case can the funds, or any part thereof, be used for political purposes. The above provision shall be contingent upon the annual certification by the Union to the County that forty percent (40%) plus one of the employees covered by this Memorandum of Understanding are dues paying members of Local #921.

Section 3.2 - Agency Shop

Notwithstanding the provisions of Section 3.1, in the event that the Union certifies to the County that seventy percent (70%) or more of the employees covered by this Memorandum of Understanding are dues paying members of Local #921, then, in such event, Union dues or a service fee, not to exceed the then current Union dues, shall be paid by all employees covered by the Memorandum of Understanding as a condition of their continued employment, regardless of the date on which the employee was hired. This provision shall remain in effect as long as Local #921 annually certifies to the County that the seventy percent (70%) contingency still exists.

Section 3.3 -Election of Membership

An employee required to make an election of membership status must do so within thirty (30) days following receipt of such form from the Union. Failure to do so shall result in the union notifying the County of the breach by the employee of the provisions of this Article 3. The County will then notify the employee within five (5) working days of receipt of the Union notification that the employee has ten (10) working days in which to make such an election. If the employee still does not make an election in the time provided, or has not made a financial arrangement satisfactory to the Union, the County shall notify the employee's appointing authority that the employee has breached the terms of continued employment, and the appointing authority shall then begin proceedings subjecting the employee to appropriate disciplinary action, including termination.

Section 3.4 -Check off Waiver

The Administration shall be relieved from making "check off" deductions upon an employee's (a) termination of employment, or (b) transfer to a job outside the bargaining unit, or (c) layoff from work, or (d) an authorized leave of absence. Upon the return of an employee to work from layoff or authorized leave of absence, the Administration shall immediately resume the obligation of making such deductions. Until the provisions of Section 3.2 (Agency Shop) are met, the Administration is also relieved from making "check off" deductions upon receipt of a revocation

of such authorization from an employee that is executed within (30) days prior to the anniversary date of such "check off" authorization.

Section 3.5 -P.E.O.P.L.E. Deduction

Union employees will be granted the opportunity to voluntarily contribute, by payroll deductions, a specified amount for the Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Such deductions shall be remitted by the Office of Budget and Finance to Council #67.

Section 3.6 -County Indemnification

The County assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union shall indemnify and hold the County harmless from any and all claims, grievances, arbitrations, awards, suits, attachments, or other proceedings arising out of or by reason of any action taken by the County for the purpose of complying with any of the provisions of this Article.

ARTICLE 4 --GRIEVANCE PROCEDURE

Section 4.1 -Definition of Grievance

The term "grievance" shall be:

- A) Any dispute concerning the application or interpretation of the terms of this Memorandum of Understanding;
- B) Any dispute concerning discriminatory application or misapplication of the rules and regulations of any agency of the County; or
- C) Any dispute involving the suspension, dismissal, disciplinary action, promotion or demotion of any employee or a complaint about an examination or examination rating.

Section 4.2 -Filing of Grievances

Recognizing that grievances should be raised and settled promptly, grievances must be raised within ten (10) workdays following the event giving rise to the grievance or within ten (10) workdays following the time when the employee should have reasonably gained knowledge of its occurrence. All grievances, except grievances involving the suspension or dismissal of an employee, must be presented in accordance with the following procedures. A grievance involving the suspension of an employee shall be presented in accordance with the following procedures, except that such a grievance shall be commenced at step 1 by the filing of a written grievance with the Bureau Chief, Division Chief or equivalent supervisor within ten (10) workdays after the employee has been notified of the suspension. A grievance involving the dismissal of an employee shall be presented in accordance with the following procedures, except that such a grievance shall be commenced at step 2 by the filing of a written grievance with the Department Director within ten (10) workdays after the employee has been notified of the dismissal.

Section 4.3 -Grievance Procedure

The Union President may initiate a grievance which, in his opinion, is necessary to protect the intention of this Memorandum of Understanding and the interests of employees. Grievances shall be processed as follows:

Step 1: The employee shall discuss the grievance with the employee's immediate supervisor. The immediate supervisor shall attempt to adjust the grievance and shall respond

orally within five (5) workdays of the discussion. If the answer is not satisfactory, the employee may file a written grievance with the Division Chief, Bureau Chief or equivalent supervisor within ten (10) workdays of the oral response. A meeting shall be held between the appropriate supervisor and the employee within ten (10) workdays of receipt of the written grievance. The supervisor shall submit an answer, in writing, to the aggrieved employee within ten (10) workdays and simultaneously forward a copy of the written answer to the Union President.

Step 2: If the grievance is not settled satisfactorily at Step 1, it may be submitted, in writing, to the appropriate department head within ten (10) workdays of the written answer in Step 1. A meeting between the department head and the employee shall be held within ten (10) workdays. The department head shall submit a written answer to the aggrieved employee within ten (10) workdays and simultaneously forward a copy of the written answer to the Union President.

Step 3: If the grievance is not settled at Step 2, the employee may file a written grievance appeal with the Director of Human Resources, or the Director's designee, within ten (10) workdays after receipt of the Step 2 written answer. A meeting shall be held between the aggrieved employee, the employee's representatives, designated County representatives and the Director of Human Resources or the Director's designee, within ten (10) workdays after receipt of the written grievance appeal. The Director or the Director's designee shall give a written answer to the aggrieved employee, designated County representatives and the employee's representatives within ten (10) workdays of said meeting and simultaneously forward a copy of the written answer to the Union President.

Section 4.4 -Time Limitations

The time limits set forth in this Article 4 and Article 5 are of the essence of this Memorandum of Understanding. Said time limits may be extended only by the mutual written agreement of the Administration and the aggrieved employee and/or Union representative. If the aggrieved employee fails to comply with the time limits set forth in this Article, or if the Union fails to comply with the time limits specified in Article 5, the grievance shall be deemed to have been waived. If the Administration fails to comply with any time limits set forth in this Article, the Union (or the employee, if unrepresented) may elect to proceed to the next step.

Section 4.5 -Union Representation

An aggrieved employee may be represented at the meetings required under Steps 1 and 2 of the grievance procedure set forth in Section 4.3 of this Memorandum of Understanding by the recognized Union steward for the work area in which the aggrieved employee is employed, and/or a staff representative employed by Council 67, AFSCME, and/or the Union President. An aggrieved employee may be represented at the meeting required under Step 3 of the grievance procedure set forth in Section 4.3 of this Memorandum of Understanding by the recognized Union steward for the administrative group or work area in which the employee is employed, and/or the Union President or the President's designee, and/or a staff representative employed by Council 67, AFSCME. At the request of the union and with the approval of the Director of Human Resources pertinent witnesses may be required to attend grievance hearings.

ARTICLE 5 -FINAL RESOLUTION OF GRIEVANCE

a) Section 5.1 -Arbitration

(a) Appeal Procedure. Any grievance as defined in Section 4.1(A) or (B) of this Memorandum of Understanding, that has been properly processed through the grievance procedure set forth in Article 4 and which has not been settled at the conclusion thereof,

may be appealed to arbitration by the Union by serving written notice of intention to appeal on the Director of Human Resources. Said written notice shall set forth the specific provision(s) of this Memorandum of Understanding or of the County's rules and regulations at issue, and a statement of the specific relief sought on behalf of the employee. A grievance must be appealed under this Section 5.1 not later than ten (10) workdays after receipt by the aggrieved employee of the Director of Human Resources or designee answer at Step 3 of the grievance procedure set forth in Article 4, or said grievance shall be deemed to have been settled in accordance with the Step 3 answer, which shall be final and binding on the aggrieved employee, the Union and the Administration.

- b) **Selection of Arbitrator.** Within ten (10) workdays after receipt by the Administration of the written notice of appeal specified in Section 5.1(a) of this Article, the Administration and the Union shall jointly request the Federal Mediation and Conciliation Service to furnish a list of not less than five (5) qualified and impartial arbitrators, one of whom shall be designated to act as arbitrator of the grievance. Selection shall be made by the Administration and the Union alternately deleting names from the list until only one name remains. The person whose name remains shall be the arbitrator of the grievance.
- c) **Arbitrator's Jurisdiction.** The jurisdiction and authority of the arbitrator of the grievance and the arbitrator's opinion and award shall be confined exclusively to the interpretation and/or application of the express provision or provisions of this Memorandum of Understanding or the rules and regulations of a County agency at issue between the Union and the Administration, as specified in the written grievance filed by the aggrieved employee at Step 2 of the procedure set forth in Article 4 of this Memorandum of Understanding. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Memorandum of Understanding or any rules and regulations of a County agency, or impose on either party hereto a limitation or obligation not explicitly provided for in this Memorandum of Understanding or the rules and regulations of the County agency, or to establish or alter any wage rate or wage structure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Administration and the Union. The award of the arbitrator, in writing, on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority shall be served on both the Administration and the Union. The arbitrator's award with respect to any grievance as defined in Section 4.1 A) and B) of this Memorandum of Understanding shall be final and binding on the aggrieved employee or employees, the Administration and the Union.
- d) **Fees and Expenses of Arbitrator.** The fees and expenses of the arbitrator shall be shared equally by the parties. The cost of any transcript shall be borne by the party or parties ordering it.

Section 5.2 -Resolution by Personnel and Salary Advisory Board

- a) **Notice of Appeal.** Any grievance as defined in Section 4.1 (C) of this Memorandum of Understanding, that has been processed through the grievance procedure set forth in Article 4 and has not been settled at the conclusion thereof, may be appealed for a final resolution by the Personnel and Salary Advisory Board by serving written notice of intention to appeal on the Chairman of the Personnel and Salary Advisory Board within ten (10) workdays of receipt of the Director of Human Resources' or designee's answer at Step 3 of the grievance procedure set forth in Article 4. The appeal must be based on the interpretation and/or application of the provision or provisions of this Memorandum of

Understanding or the rules and regulations of the County agency as specified in the written grievance filed at Step 2 of the procedure set forth in Article 4 of this Memorandum of Understanding.

- (b) Resolution by Personnel and Salary Advisory Board. The Personnel and Salary Advisory Board shall hold a hearing and finally resolve the dispute in accord with its existing rules and regulations. The decision rendered by the Personnel and Salary Advisory Board shall be final and binding on the aggrieved employee, the Union and the County Administration.

ARTICLE 6 -UNION STEWARDS AND UNION REPRESENTATION

Section 6.1 -Recognition of Union Stewards.

For each work area set forth in Exhibit E, the Union may elect one (1) Union steward and one (1) alternate steward. For each of the five (5) administrative groups set forth in Exhibit E, the Union may appoint one (1) of the stewards elected in that administrative group as a chief steward for that administrative group. The Union shall furnish the Administration with a written list of all Union stewards and chief stewards, and the work area or administrative group that each such steward, alternate steward or chief steward represents. The Administration shall recognize a steward, alternate steward, chief steward or alternate chief steward, of whose appointment the Administration has been notified in accordance with the provisions of this Section 6.1, as a representative of the Union for the work area or administrative group in which the steward is employed, for the purposes set forth in Sections 4.5 and 6.2 of this Memorandum of Understanding. An alternate steward or alternate chief steward shall be recognized by the Administration only in the absence of the steward or chief steward. Employees employed in a work area other than those set forth in Exhibit E shall be represented by the chief steward for the administrative group in which the employee is employed.

Section 6.2 -Union Activities on Employer's Time and Premises

With the permission of the employee's immediate supervisor and with respect to the work area a Union steward represents, a Union steward shall be granted reasonable time off during working hours to post official Union notices as defined; to transmit communications, authorized by the Union, to the Administration or its representatives; to consult with the Administration or its representatives concerning the enforcement of any provisions of this Memorandum of Understanding; and to consult with an employee or the Union President as necessary; such access shall not be unreasonably denied.

ARTICLE 7 -NO DISCRIMINATION

In accord with applicable law, the provisions of this Memorandum of Understanding shall be applied equally to all employees without discrimination as to age 40 years and up) sex sexual orientation gender identity or expression, disability marital status, race color creed national origin political affiliation, religious affiliation, genetic information or place of residence.

ARTICLE 8 -SENIORITY, LAYOFFS AND REINSTATEMENT

Section 8.1 -Definition of Seniority

Seniority shall mean an employee's length of continuous service in the Baltimore County Classified Service, measured from the date of initial employment, or re-employment following a termination of prior seniority. An employee's seniority shall not accrue during any layoff in excess of twelve (12) months.

Section 8.2 -Termination of Seniority An employee's seniority shall be terminated and the employee's rights under the Memorandum of Understanding forfeited for the following reasons: voluntary resignation; discharge for just cause; retirement under the County Retirement System; and failure or refusal to return to work within two (2) weeks after being recalled from layoff by certified or registered mail addressed to the employee's last known address shown on the employee's personnel record.

Section 8.3 -Seniority List

The Office of Human Resources shall maintain a list showing the seniority of all employees. A copy of the seniority list shall be furnished electronically to the Union on or about January 1 of each year.

Section 8.4 -Layoffs

If there is a reduction in force, employees in the job classification or classifications within the organizational unit, bureau and department affected, shall be laid off in inverse order of seniority. Before any layoff of a classified employee, all temporary, part-time and probationary employees, in that order, in the job classification or classifications within the organizational unit, bureau and department affected and in that order, shall be laid off first.

Section 8.5 -Bumping Rights

A laid-off employee may bump the least senior employee in the same or lower, paid job classification if the "bumping" employee is qualified to perform the functions of the position into which the employee wishes to bump; or may bump the least senior employee in a position in the same pay grade if the "bumping" employee has previously held the position into which the employee wishes to bump and the "bumping" employee is still qualified to perform the functions of the position into which the employee wishes to bump; provided always that the "bumping" employee is more senior than the employee to be bumped.

Section 8.6 -Recall

If a regular full-time employee is laid off in a reduction in force the employee's name shall be placed on a re-employment list and the employee shall have priority re-employment rights to any vacant Pay Schedule II position at the same or lower grade for which the employee is qualified (allowing for minimal in-house training as appropriate), for a period of two (2) years following the layoff. No new employees will be hired to fill any vacant position until all employees on layoff status who are qualified to fill said vacant positions have been offered re-employment during said two (2) year period following the date of layoff. An employee may request to be on the re-employment list for each job classification for which the employee is qualified; employees shall be recalled from each list by order of seniority.

Section 8.7 -Promotions

(a) Definition. The term "promotion," as used in this Memorandum of Understanding, shall mean the advancement of an employee from a position in the classified service of Baltimore County to another such position assigned a higher pay grade, through the competitive process.

(b) Posting. Announcement of promotional opportunities shall be posted on electronic bulletin boards for a minimum of ten (10) workdays. Such announcements shall identify the promotional opportunity by the class title, its pay grade and pay range, the location of the vacant position and the minimum qualifications for the position. In addition, such announcements shall also state how and where to file for consideration, as

well as the closing date for receipt of applications. Two copies of job announcements for unit jobs shall be sent to the Union stewards by the Office of Human Resources.

(c) Filling Promotional Opportunities. From among those employees who have submitted application for a promotional opportunity, the Administration shall select the most qualified employee; provided that if two or more employees are relatively equally qualified, seniority shall be the determining factor. Employees will be informed of their numerical score on any written test required for promotion and of their ranking on the eligibility list. For all vacancies, employees who meet Departmental criteria for the classification in question will be subject to Regulation 10.02, which states:

"Employees of the county government will take precedence for promotion over outside applicants for any vacancy or new position in the county government, provided that they are qualified and that the qualifications of the county employee are equal to the qualifications of an outside applicant."

When a Department is confident that its needs can be met by current employees, it has the option to request a closed promotional examination for positions, subject to the approval of the Director of Human Resources:

1. Rule 6, Regulation 6.02 of the Personnel Rules and Regulations shall apply, which states:

"When possible, the Director of Human Resources shall determine by appropriate examination the names and addresses of persons with the three highest rankings that are best qualified and willing to accept employment and forward the names to the appointing authority requesting such employee."

The County shall establish appropriate list(s) of qualified employees. Promotional lists remain in effect for a period of no more than two (2) years.

ARTICLE 9 -REASSIGNMENT OF WORK LOCATION

Section 9.1 -Reassignment Within a Work Location

Vacancies at a particular workshop, work yard or work shed shall be filled by an employee within the same job classification and department or agency on the basis of who is most qualified to fill the vacancy. If the employees are equally qualified, seniority shall prevail.

Section 9.2 -Request for Reassignment to Another Work Location

If an employee who has completed the probationary period, or extension thereof, desires reassignment to another position within the same job classification and department or agency, but at another location, the employee shall submit a written request therefore to the department or agency head, stating the reasons for the request.

Section 9.3 -Selection for Reassignment to Another Work Location

If the Administration desires to fill a vacancy in a position to which employees have requested reassignment, the Administration shall select from among the employees who have properly requested reassignment in accordance with the provisions of Section 9.2 of this Memorandum of Understanding. The filling of the position shall be on the basis of the senior most-qualified employee.

Section 9.4 -Selection for Reassignment between Agencies and/or Departments

Employees who wish to transfer between agencies or departments shall be placed on the eligibility list for the vacancy and shall be given first consideration for the vacancy based upon seniority and qualifications.

ARTICLE 10 -HOURS OF WORK

Section 10.1-Workweek

The workweek shall consist of five (5) consecutive workdays, Monday through Friday, except for employees in continuous operations and employees assigned to the Bureau of Solid Waste Management. The five day workweek shall not include both a Saturday and Sunday. Any change in the workweek schedule will be subject to negotiations with the Union. The Union agrees that it will not unreasonably deny its permission to such change. A continuous operation is an operation that functions seven (7) days a week. In an emergency situation, the County reserves the right to make a schedule change to react to an emergency situation. The Union shall be notified of such change and if the new schedule is to be extended beyond two (2) consecutive workweeks, the County will then negotiate the change with the Union as stated above.

Section 10.2 -Normal Workday

- a) The normal workday will consist of a maximum of eight (8) consecutive hours including a paid thirty (30) minute lunch period.
- b) A workday is a period of twenty-four (24) hours beginning at 12:00 midnight and ending at 12:00 midnight on the following day.

Section 10.3 -Shift Differential

Employees on the payroll of the County as of June 30, 1985 shall receive a shift differential equal to the greater of ten percent (10%) of the employee's regular rate of pay or one dollar ten cents (\$1.10) per hour. Employees hired on or after July 1, 1985 shall receive a pay shift differential of one dollar ten cents (\$1.10) per hour. Notwithstanding the provisions of Section 14.4 of this Memorandum of Understanding, employees who have volunteered for temporary night-shift duty shall be paid a shift differential only for hours actually worked. Any other employee who is absent from work under the provisions of Articles 15 and 16 of this Memorandum of Understanding shall not receive shift differential after an absence of twenty-nine (29) calendar days. An employee who is given a light duty assignment following a work-related injury and is transferred to a day shift in order to fulfill that light duty assignment shall continue to receive shift differential for two (2) workweeks.

Section 10.4 -Standby and Overtime Equalization

A written uniform standby and overtime equalization policy shall be established by each unit, section and/or department, as appropriate.

Section 10.5 -4-Day Workweek

Notwithstanding Sections 10.1 and 10.2 of this Article 10, if the Administration deems it feasible, it may initiate a four (4) day, ten (10) hour workweek in certain classifications and operations. The four (4) day workweek shall consist of four (4) consecutive days and shall not include both a Saturday and Sunday. Before initiating a four (4) day, ten (10) hour workweek, the Administration will advise the Union of such a change in schedule so that an orderly transition may be achieved. A four (4) day, ten (10) hour workweek shall be in effect for a minimum of approximately seven (7) consecutive months unless the Administration decides that

conditions have changed so that a five (5) day, eight (8) hour workweek is warranted. Employees on a four (4) day, ten (10) hour workweek schedule earn and accrue all leaves at the rate in effect for those employees working a five (5) day, eight (8) hour workweek.

ARTICLE 11-COMPENSATION

Section 11.1-Overtime

Overtime at time and one-half will be paid for all hours of work performed beyond the employee's normal workweek, such employees shall have the option of selecting payment or compensatory time, two-hundred and forty (240) hours in fiscal year 2016. Additional compensatory time may be accumulated at the discretion of the Department Head, if agreed to by the employee. When such employees are required to return to work on their regularly scheduled day off and such work results in this day becoming the sixth (6th) consecutive day of work, they shall receive a minimum payment of four (4) hours at one and one-half (1-1/2) times their regular hourly rate. When such employees are required to work on their regularly scheduled day off and such work results in this day becoming the seventh (7th) consecutive day of actual work, they shall be paid at two (2) times their regular hourly rate for actual hours worked. No employee shall be eligible to be paid at two (2) times their regular hourly rate unless they have previously worked six (6) consecutive full shifts. If an employee is called back on the sixth (6th) consecutive shift, such hours worked shall constitute having worked a full shift with respect to the provisions of this Section 11.1. If an employee works part of a shift, the rest for which the employee receives a positive payroll marking, that combination shall constitute having worked a full shift with respect to the provisions of this Section 11.1. A written overtime assignment policy will be established by each unit, section, bureau or department as appropriate. Such policy shall provide that overtime opportunities are offered to the employee with the least amount of overtime who has volunteered for overtime and has the skill and ability needed to perform the overtime work, so that to the extent possible employees have equal opportunities to perform overtime work. A roster of voluntary overtime will be posted on available bulletin board.

Section 11.2 -Call Back and Early Call In

An employee called by the employee's supervisor to return to work after the completion of the employee's regular shift shall receive time and one-half for a guaranteed four-hour minimum on the first call back in a 24-hour period, beginning with the commencement of the employee's regular shift. All call backs after the first will be paid at time and one-half for actual hours worked. If an employee is called in to work early and the call-in assignment and regular working shift overlap, the employee will be paid time and one-half for all hours worked before the start of the regular working shift; however, under no circumstances shall the employee receive less than two and one-half (2-1/2) hours pay at time and one-half. On all call backs and early call-in assignments, paid time begins when the employee reports to the work site. A written callback policy will be established by each unit, section, bureau or department as appropriate. In those departments or agencies where supervision finds it to be feasible, call-back or early call-in assignments will be posted. When call-back assignments are made and supervision is informed of a misassignment before the start of the work assignment, if such complaint is valid and supervision does not remedy the error prior to the start of the work assignment, the employee or employees who had a justifiable complaint shall be paid for the hours such employee or employees should have worked.

Section 11.3 -Compensation for Working Above Classification

In the event that it becomes necessary to assign duties of a higher classification to an employee in this unit, the employee shall be eligible to receive the pay of a higher classification upon completion of one complete shift of actual work in the higher classification, provided the

assignment is made in writing by a designee of the Agency Head or the Bureau Chief. Payment will be for hours of actual work and will be retroactive to the first hour worked. Payment for the higher classification assignment shall be determined as follows:

If the higher class is one grade above the employee's grade, the employee's salary shall be increased one step; if the higher class is two or more grades above the employee's grade, the employee's salary shall be increased two steps.

In no case shall the employee earn less than a minimum of the grade for the higher classification.

Section 11.4 -Wages

a) "Effective January 1, 2022 the Pay Schedule II salary scale shall be increased by 2% (two percent). Pay Schedule II shall also be revised to add a 7 year longevity and a 34 year longevity to the scale.

b) Effective January 1, 2023, the Pay Schedule II salary scale shall be increased by 3% (three percent).

c) Steps and longevity shall be guaranteed for fiscal years 2022 and 2023.

d) For Fiscal Years 2022 and 2023, should the Federation of Public Employees, Baltimore County Federation of Public Nurses, IAFF 1311, or FOP Lodge 25 receive a **unit-wide** cost of living adjustment, AFSCME shall receive a cost of living adjustment at an equal rate to the highest adjustment. If funding is provided for steps and longevity county-wide for fiscal years 2022 or 2023, this unit will also receive funding for its steps and longevity.

Section 11.5 Supplemental pay

Employees assigned to the Department of Public Works, Bureau of Utilities, Pipeline maintenance Division shall receive a one hundred (\$100) dollar supplement per pay. Transfer or removal from the unit will immediately cancel the supplement. An employee who is absent from work or on light duty under Article 15 and/or Article 16 of this Memorandum of Understanding shall not receive the supplemental pay after a period of 29 calendar days.

Section 11.6 -Meal Money

Meal Money Employees will be paid ten dollars (\$10.00) in accordance with the Meal Money Policy, Exhibit C, attached hereto, except those who are regularly scheduled to work ten (10) hours a day, four (4) days a week, shall receive meal money for one (1) meal at eleven (11) hours worked in a day and those that are regularly scheduled to work eight (8) hours a day, five (5) days a week, shall receive meal money for one (1) meal at nine (9) hours worked in a day.

Section 11.7 -Travel Policy

Employees will be reimbursed for use of their privately-owned vehicles for official County travel necessary to carry out the required or authorized duties of their positions, at the rate set by the Internal Revenue Service and in accordance with the County Travel Policy, Exhibit D attached hereto. Any adjustment to the rate shall take effect on the date specified by the Revenue Service.

Section 11.8 -Bonus Award

A bonus, equivalent to 5% of the annual salary, up to a maximum of Twenty-five hundred dollars and not to exceed one (1) per fiscal year for any pay schedule II employee may be granted only in exceptional cases and only when recommended by the Department head, in

writing and approved by the Director of Human Resources and the County Administrative Officer, provided funds are available, such bonuses shall not have any effect on the scheduled date of subsequent annual merit increases. Such bonuses shall be paid in lump sum.

ARTICLE 12 -DISCIPLINE AND DISCHARGE

Section 12.1 -Disciplinary Actions

Disciplinary action or measures, as a matter of general policy, shall be taken in private and include only the following: oral reprimand, written reprimand, suspension without pay/agency warning and discharge. Any disciplinary action or measure imposed upon an employee may be processed as a grievance. Discipline shall be administered progressively, except when the offense may require more serious disciplinary action than the first or second step. Should it be determined that an employee has been unjustly suspended or discharged, the employee shall be reinstated, with or without back pay or any portion thereof, as shall be deemed appropriate. The Union President shall be notified by the department or agency in writing, by certified mail, of the suspension pending termination of an employee at the same time as the employee is notified.

Section 12.2 -Disciplinary Records

Any record of any disciplinary action taken against an employee shall not be placed in the employee's permanent personnel file without the employee being informed. Upon request, any adverse reference to disciplinary action shall be removed from an employee's file after two (2) years.

ARTICLE 13 -HOLIDAYS/PERSONAL LEAVE

Section 13.1 -Holidays

- a) Observance of Holiday. All eligible employees will be paid for the following holidays, provided said holiday falls on an otherwise regularly scheduled workday: New Year's Day, Martin Luther King's Birthday (third Monday in January), Presidents' Day, Memorial Day, July 4th, Labor Day, Columbus Day (second Monday in October), Veterans' Day, Thanksgiving Day, Christmas Day, and General Election Day (when applicable). An employee shall retain the right to observe any of the traditional holidays recognized previous to this contract by the application of "personal leave" time to that day. When a legal holiday falls on Sunday, such holiday shall be celebrated the following Monday and when a legal holiday falls on Saturday, such holiday shall be celebrated the previous Friday. Presidents' Day is always the third Monday in February; Labor Day is always the first Monday in September; Thanksgiving Day is the fourth Thursday in November.
- b) Eligibility. An employee must be marked with a positive (pay status) payroll marking at least one day in the payroll period which includes a holiday if the employee is to receive payment for that holiday.
- c) Work on Holiday. An employee ordered to report to work on a holiday will be paid for the holiday plus time and one-half (including night shift differential) for all hours of actual work on the holiday. (Holiday pay is defined as the number of hours actually worked, plus the number of regularly scheduled hours -refer to Rule 10.) Employees regularly scheduled on evening or night shift may celebrate the holidays on either Friday/Saturday or Sunday/Monday, as directed by department schedules and their supervisors. Holiday pay will not be paid

when an employee is on leave of absence or when an employee is directed to report to work and fails to do so.

Section 13.2 -Personal Leave

- (a) All employees shall accrue personal leave at the rate of four (4) hours per month. Employees with one (1) or more years of seniority as of January 1 of any year shall be "credited" as of the first day of the new calendar year, for use during that calendar year, with the amount of personal leave which they would be entitled to accrue during that calendar year; provided that if the employee leaves the employ of the County having used more personal leave than the employee would have accrued, the value of any such excess leave used shall be deducted from the employee's last paycheck. Employees shall be compensated for personal leave actually accrued, but not used, at the time of termination. Personal leave may not be accumulated and carried over into a new calendar year. Personal leave will be considered as hours worked for the purpose of computing overtime pay. Employees who use personal leave shall give supervision as much notice as possible as to their intention to use a personal leave day. As of January 1, employees shall be credited with 48 hours.
- (b) Rate of Use. Personal Leave can be used in increments of one hour or more.

ARTICLE 14 -VACATION LEAVE

Section 14.1-Vacation Entitlement

After completion of the probationary period, all employees shall be entitled to paid vacation leave earned in accordance with the following schedule:

Years of Service	Paid Vacation	Maximum Accrual
1-5	96 hours per year	192 hours
6-10	120 hours per year	240 hours
11-15	160 hours per year	320 hours
16 and Over	200 hours per year	400 hours

All accrual maxima are as of each succeeding January 1, with no limit on accrual between each January 1. An employee must be marked with a positive (pay status) payroll marking at least one day in the payroll period which includes the 15th of the month if the employee is to earn vacation for that month.

Section 14.2 - Rate of Accrual

Employees will earn eight (8) hours of vacation per month, as of the 15th of the month, during the first year of employment. Only after completion of the probationary period will employees be allowed to use the accrued twenty-four (24) hours of vacation leave. Employees with one year of service can anticipate the balance of the year's vacation time, although any overuse of

this anticipated leave must be repaid to the County upon termination.

Section 14.3 -Payment Upon Termination

Employees shall be paid for vacation time earned but not taken at the time of termination.

Section 14.4 -Use of Vacation

Vacation pay must be used in increments of fifteen (15) minutes or more. An employee's vacation pay is based on the rate of pay at the time of vacation (including night shift).

Section 14.5 -Overtime Computation

Vacation leave is counted as a regular workday in the computation of hours per week for overtime purposes.

Section 14.6 -Holiday

Within Vacation Period Any legal holiday as previously defined shall not be counted as a vacation day if it falls within an employee's vacation.

Section 14.7 -Miscellaneous

Employees on vacation leave on any day of an early closing shall be charged the full vacation day they would have been charged if the early closing had not occurred. Employees who request it two weeks in advance can receive prepayment of their biweekly salary before going on vacation, if approved by the Directors of Human Resources and Budget and Finance.

Section 14.8 -Vacation Scheduling

Vacation time can be taken subject to the approval of the supervisor, and such approval shall not be unreasonably withheld. If the agency wishes, a request for vacation should be sent in on the proper form (as designated by the agency) at least one (1) week prior to the requested commencing date, if the leave is to extend one week or more. While every effort shall be made to meet the desires of employees in requesting their period of vacation leave, vacation schedules must conform to the requirements of operations, and vacations must be taken as scheduled by the supervisor. During the month of April, employees shall submit, in writing, their desired vacation schedule through April 30 of the following year. If, during the month of April, two (2) or more employees request the same vacation period and the County determines not to approve all such requests, the senior employee(s) shall receive preference. Except for vacation requests submitted in writing during the month of April, if two (2) or more employees request the same vacation period and the County determines not to approve all such requests, the employee(s) who submitted their requests earlier shall be given preference if any of the requests can be granted.

ARTICLE 15 -SICK LEAVE

Section 15.1 -Earned Sick Leave

(a) Rate of Accrual. Employees shall earn sick leave at the rate of ten (10) hours per month with an annual accrual one hundred twenty (120) hours. There shall be no limit on the number of hours which can be accrued. Sick leave is earned on the 15th of every month. An employee must be marked with a positive (pay status) payroll marking at least one day in the payroll period which includes the 15th of the month if the employee is to earn sick leave for that month.

(b) Purpose of Use. Sick leave is provided for absences caused by actual non-work related illnesses or injuries; necessary medical, dental or optical appointments or treatments; or confinement due to quarantine, as determined by an authorized medical authority. Absences are to be used for the employee's illnesses, injuries, appointments or quarantines only.

(c) Retirement Credit. Accrued sick leave will be credited toward retirement as additional days/months of service or to determine the thirty years of creditable service, on the basis of one hundred seventy-six (176) hours of accrued sick leave equaling one month of service credit. One additional month of membership service shall be granted if fractional hours totaling eighty-eight (88) or more result from the application of this formula.

(d) Rate of Use. Sick leave can be used in increments of fifteen (15) minutes or more.

(e) Notification of Use. An employee who is unable to report to work because of illness or injury is required to personally call the employee's supervisor, or have a member of the immediate family or a designated representative call, within one (1) hour of the time the employee was to report for duty. An employee's personal certification will be accepted for absences of four (4) days or less unless the employee is on one-day notice. (See {g} below.)

(f) Holiday During Sick Leave. A legal holiday, as previously defined, shall not be counted as a sick day if it falls within the time an employee is on paid sick leave.

(g) Exceptional Absenteeism Notice. An employee whose absence pattern indicates a potential overuse or questionable use of sick leave may, after individual counseling with supervision and with written notice, be placed on Exceptional Absenteeism Notice, during which time the employee will be required to submit a written physician's certificate for any sick leave absence. Such Exceptional Absenteeism Notice shall not continue for more than six (6) months. A Union representative will be in attendance at all counseling sessions for leave problems, at the election of the employee. When an employee has been removed from the Exceptional Absenteeism Notice program for one (1) year, all records regarding this program shall be removed from the employee's personnel file at the employee's request.

(h) Day of Early Closing. Employees on sick leave on any day of an early closing shall be charged the full sick day they would have been charged if the early closing had not occurred.

(i) Anticipation of Sick Leave. After one (1) year of continuous service, employees can anticipate the balance of the year's sick leave time, although any overuse of this anticipated leave must be repaid to the County upon termination.

(j) Family Illness -Employees may use up to sixty-four (64) hours of earned sick leave per calendar year for illness in the immediate family. In addition, employees may use up to forty (40) hours of sick leave for the care of their newborn child. With the approval of the Director of Human Resources, additional sick leave may be used for illness in the immediate family. Immediate family is defined for the purpose of this sub-section as the legal dependent, a biological child, a biological child, an adopted child, a foster child, or a step-child of the employee; child for whom the employee has legal or physical custody or guardianship; a child for whom the employee stands in loco parentis, regardless of the child's age; a biological parent, an adoptive parent, a foster parent, or a step-parent of the employee or of the employee's spouse; the legal guardian of the employee; an individual who acted as a parent or stood in loco parentis to the employee or the employee's spouse when the employee or the employee's spouse was a minor; the spouse of the employee; a biological grandparent, an adopted grandparent, a foster grandparent, or a step-grandparent of the employee; biological grandchild, an adopted grandchild, a foster grandchild, or a step-grandchild of the employee; a biological sibling, an adopted sibling, a foster sibling, or a step-sibling of the employee. Employee is required to submit a statement to the employee's supervisor stating the relationship of the ill member of the immediate family, the nature of the illness, and the necessity for assisting the ill member of the

immediate family.

Section 15.2 -Unearned Sick Leave

(a) Extension. An employee with one (1) year of service can request an unearned sick leave extension of two hundred forty (240) hours maximum during a single year. This extension will not be granted until the employee has used all earned and anticipated sick and vacation leave, compensatory time and the personal leave. Under unusual circumstances, and approved by the Administrative Officer and Director of Human Resources, an employee can request an advance of unearned sick leave beyond the limits as prescribed in this rule.

(b) Employees With Less Than One Year of Service. Employees with less than one (1) year of service can receive an extension only on an exceptional basis, subject to the approval of the Director of Human Resources. These employees will first use all leave days and, in addition, may be granted their anticipated balances before the extension is granted. Probationary employees cannot receive unearned sick leave extensions, but may, under certain circumstances, be granted their anticipated balances while on probation.

(c) Repayment. All unearned sick leave must be "paid back" to the County when the employee returns. An employee cannot use paid sick leave until this negative balance is erased. If necessary, an employee with a negative sick leave balance can request a second unearned leave extension in a subsequent year; this extension, up to a maximum total negative balance of two hundred forty (240) hours, must also be "paid back" with earned sick leave time. If an employee terminates while still carrying a negative sick leave balance, the unearned leave extension (up to a maximum of two hundred forty (240) hours) and any anticipated leave used must be paid back to the County either in cash, as a deduction from the final paycheck, or from the employee's retirement system account.

(d) Purpose of Use. The sick leave extension is granted for one physician-certified illness or injury only. Any balance of the total amount granted which is unused returns to the County, and a subsequent request for unearned sick leave must be processed as a new extension subject to the overall two hundred forty (240) hours maximum annually.

Section 15.3 -Leave Donation

The American Federation of State, County and Municipal Employees (AFSCME) may donate annual leave for an employee (as defined in section 1.2 of this Memorandum of Understanding) who previously received unearned sick leave in excess of fifteen (15) days from the Director of Human Resources and/or the Administrative Officer up to the limit of 240 hours.

This leave may only be donated after the employee has returned to work for thirty (30) days. Donations shall only be in full day increments and shall not exceed the amount of unearned sick leave previously granted. The American Federation of State, County and Municipal Employees (AFSCME) shall be responsible for collection and coordination of donated annual leave from employees. All employees donating leave shall be required to provide authorization in writing on Exhibit G.

ARTICLE 16 -LEAVES OF ABSENCE/OTHER LEAVES

Section 16.1 -Leaves of Absence

(a) Request for Leave of Absence. The Director of Human Resources may approve leaves without pay for periods up to one year to employees presenting valid and sufficient reasons for such leaves. Requests for leaves in excess of two hundred forty (240) hours must be in writing.

Employment elsewhere may terminate such leave. The employee's request for a leave of absence shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by the agency, in writing.

(b) Forfeiture of Sick and Vacation Leave Accrual. An employee does not earn sick leave or vacation leave while on an unpaid leave of absence.

(c) Return to Work Certificate. Any employee who returns from a leave of absence of more than six (6) months, or from medical / maternity / military leave of any duration, must be examined and certified by the Employee Health Clinic before returning to work. Employees on leaves of absence for other than medical/maternity / military reasons, and for a duration of less than six (6) months, are not required to pass an Employee Health Clinic examination before returning to their previous positions.

(d) Maternity Purposes. When an employee is pregnant and if she will be physically unable to return to her job for a period longer than the combined total of her earned, anticipated (if eligible), and unearned (if granted) sick leave, plus whatever earned vacation and leave time she wishes to use, she will be placed on a leave of absence and subject to the provisions for leaves of absence.

(e) Reinstatement. An employee who wishes to return from a leave of absence shall be reinstated to the employee's former or comparable position.

Section 16.2 -Bereavement Leave

Four (4) days' absence without loss of pay shall be permitted for the death of a parent, stepparent, child, stepchild, brother, sister or spouse.

Three (3) days' absence without loss of pay shall be permitted for the death of grandparents, great-grandparents, spouse's grandparents spouse's great-grandparents, grandchildren, mother-and father-in-law.

One (1) day's absence without loss of pay shall be permitted for the death of an aunt, uncle, son-in-law, daughter-in-law, stepbrother, stepsister, brother-in-law or sister-in-law.

Up to one (1) day additional leave with pay may be granted at the discretion of the Agency Head or Bureau Chief when extensive travel is involved. Bereavement leave days must be used within ten (10) calendar days of the date of death. Prescheduled vacation, sick, personal or compensatory leave may be changed to bereavement leave without charge against the employee's leave balance. Upon request, the employee must submit written verification of relationship and date of death.

Section 16.3 -Jury Duty

Employees who are required to perform jury service shall be paid their regular salary. The employees summoned as jurors shall notify their supervisor immediately by memorandum, attaching a copy of their summons. (Employees who report for jury duty and are dismissed shall report to work for the remainder of the working day.) Such time spent on jury service will not be charged against any leave credits. And shall be considered as hours worked for the purposes of calculating overtime. Employees who are required to report for jury duty on a day they are paid shift differential shall not be required to report to work on the day they report for jury duty, except in case of an emergency.

Section 16.4 -Military Leave

All employees requesting military leave to fulfill reserve obligations in the Armed Forces of the United States or in the National Guard of the State of Maryland shall be granted not in excess of fifteen (15) days annually for such purposes. An employee scheduled for military training shall notify their supervisor at least thirty (30) days in advance of a regularly scheduled military training date that would conflict with the employee's work schedule. Military leave shall be considered as hours worked for the purpose of computing overtime.

Section 16.5 -Work-Related Injury

(a) Leave with Pay. When an employee suffers a disability resulting from an accident or illness found to be compensable under the Maryland Worker's Compensation Act, said employee shall be allowed leave not to exceed twelve (12) months. If otherwise eligible, such leave shall begin on the next scheduled day following the day of the accident. Unless the employee is physically incapacitated and therefore unable to comply, an employee may receive such Accident Leave only if the employee notifies management of the accidental injury within two workdays of the time for which the employee requests such Accident Leave. Payment, while on leave for this reason, shall be the amount calculated individually which will result in said employee receiving as close as practicable to their normal net pay.

(b) Application for Leave. Every application form for such leave shall contain a statement by the employee, affirmed by the employee's supervisor, setting forth the details of the accident or illness and supported by the certification of a licensed physician, setting forth the nature and extent of the injury or illness and the probable period of disability.

(c) Recording of Leave. Every leave granted under this section shall be recorded on the employee's leave record card but shall not be charged to any other type of leave.

(d) Eligibility. Only permanent, probationary or provisional classified employees shall be eligible for such leave under the provisions of this regulation. Other employees shall be paid in accordance with the provisions of the State Worker's Compensation Act only.

(e) Transfer to Other Duties. If incapacitated for the employee's regular assignment, the employee may be given other duties with the County government for the period of recuperation. Unwillingness to accept such assignment as directed by the employee's department head or the County Administrative Officer will make the employee ineligible for leave under this regulation during the time involved.

(f) Certification Upon Return to Work. A physician who regularly examines employees as an official physician for the Baltimore County Employees Retirement System shall determine the physical ability of the employee to continue working or to return to work.

(g) Funeral Expense. In the event an employee is killed on the Job, the County will pay all bills duly presented in connection with funeral expenses up to a maximum of fifteen thousand dollars (\$15,000) towards the total expense.

Section 16.6 -Union Leave

Each calendar year, seven hundred twenty (720) hours of leave with pay shall be made available to the Union to permit employees to attend Union conventions and seminars. The employees entitled to use such leave shall be determined by the Union. Such leave may be taken only with

the written approval of the Director of Human Resources and will not be unreasonably denied.

Section 16.7 -Local #921 President Leave

The President of Local #921 shall be granted a full-time leave of absence from the President's duties for the Department to which the President is otherwise assigned, but shall remain on the payroll of such Department for the purpose of performing full-time duties on behalf of Local #921. During such leave, the President shall continue to accumulate seniority and shall receive all benefits as if he were fully on duty including, but not limited to, pension accruals and fringe benefits. Upon leaving the office of President, he shall be returned to his former position or a comparable position.

Section 16.8 –Diversity and Inclusion Leave

Each AFSCME member will be granted two (2) Diversity and Inclusion days per fiscal year that must be used in accordance with county-wide policy from OHR.

ARTICLE 17 -SAFETY AND HEALTH

Section 17.1-Safe Working Conditions

The Administration will, to the extent of its authority, provide and maintain safe working conditions for all employees. A safety representative will be designated for each post of duty of more than ten (10) employees who will be responsible for reporting any hazardous or unsafe conditions, observed by or reported to the safety representative, to the County Safety Officer. The Administration will initiate prompt and appropriate action to correct any unsafe working condition which is reported to or observed by the County Safety Officer. There will be annual safety inspections of all areas occupied by the employees. The Union may designate a representative at each post of duty who may participate in annual inspection. The Union's Safety Chairman shall be permitted to attend meetings of the County safety coordinators.

Section 17.2 -Flu Shots

The employer will make free "flu shots" available annually on a voluntary basis to all employees, as determined necessary by a County Health officer.

Section 17.3 -Use of Safety Equipment

Employees must use all safety equipment and rental uniforms furnished them to enable employees to perform their work in a safe manner. Highly visible shirts and/or vests, coveralls shall be provided for all employees whose positions require them to be exposed to vehicular traffic.

Section 17.4 -Safety Committee

A Joint Committee shall be established with the goal of eliminating accidents and health hazards to the extent possible, which shall be comprised of a member of the Union and a member of any other Union which has jurisdiction over the same location as this Union, and the County Safety Officer or the Safety Officer's designee. Union representatives have the right to attend Safety Committee meetings. The Safety Committee shall meet not less than quarterly, at a time and place mutually agreeable.

Section 17.5 -Random Alcohol and Drug Testing

(a) Pursuant to applicable Federal and State laws and regulations, the County may require the following employees to participate in a random drug and alcohol testing program: employees

whose job requires a Maryland Commercial Driver's License (CDL) and/or who perform safety-sensitive duties, such as driving, loading, operating, repairing, servicing, inspecting, or dispatching commercial vehicles, as identified in Federal and/or State law and regulations that require coverage by such a program. The County's program shall conform to Federal and State requirements.

(b) The County may require employees who are regularly assigned to the Department of Corrections to participate in a random drug and alcohol testing program. The program shall be reviewed with the Union before implementation and shall conform to Federal and State constitutional and statutory requirements.

Section 17.6 -Safety Shoes

The County will provide a safety work shoe allowance of \$175.00 per year, to be paid in the first pay period of October. Employees hired after the first pay in October will receive their shoe allowance one time during a quarter year review by Human Resources for new hires. Upon application of the employee to the Safety Office, the Safety Office may approve up to an additional one hundred dollars (\$100) for the purchase of a shoe that is required for personal protection equipment except that pursuant to Side Letter Exhibit N, dated May 13, 2020, approval of this "up to an additional one hundred dollars (\$100) ...," shall not be effective until June 30, 2021.

Section 17.7 -Clothing Allotment

Pay Schedule II employees who are required to wear county approved clothing will receive an annual allowance of two hundred (\$200) dollars. This provision is not applicable to employees receiving rental uniforms. The clothing order form will be provided to employees between the months of July and September for orders to be submitted. Any order not filled by the vendor will have the corresponding dollar amount carried over to the next contract year.

ARTICLE 18 -NO STRIKES OR LOCKOUTS

Section 4-5-315, Baltimore County Employee Relations Act prohibiting strikes or lockouts, is hereby incorporated herein by reference.

ARTICLE 19 -EMPLOYEE TRAINING AND CAREER DEVELOPMENT

Section 19.1 -Employee Training and Career Development Program

The Administration will maintain its ongoing Employee Training and Career Development Program. The Administration and the Union will meet in a Labor/Management Committee to discuss the continued updating and further development of this Program, including the development and inclusion of an in-service training program.

Section 19.2 -Technician Pilot Program

The Office of Human Resources may initiate a pilot technician program in the Department of Public Works.

ARTICLE 20 -SUBCONTRACTING

During the term of the Agreement, the Administration shall not subcontract any work which shall result in the layoff of unit employees.

ARTICLE 21 -GENERAL PROVISIONS

Section 21.1-Bulletin Boards

The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union, and to distribute bulletin board material through County mail in a timely manner.

Section 21.2 -Reclassification Requests

The Administration agrees to process and decide upon all Position Description Forms submitted to the Office of Human Resources in the most expeditious manner possible. Any Position Description Form for a unit employee shall be provided to the Union President before a decision is made on the PDF by the Director of Human Resources. The Position Description Forms will be modified to a four-part form with one (1) copy retained by the employee, one (1) retained by the supervisor/agency head, one (1) forwarded to the Union, and one (1) processed by the Office of Human Resources. The Administration shall submit to the Union President any changes to the County's Classification or Compensation plans which impact employees, prior to their submission to the County Council.

Section 21.3 -Educational Assistance

The Administration will fund an Educational Assistance Program that shall provide for reimbursement of seventy percent (70%) of tuition, lab fees, and mandatory activity fees paid by an employee, for a total reimbursement of up to five thousand dollars (\$5000) in fiscal year 2020 and thereafter, subject to the existing requirements of the program. Effective June 30, 2021 and thereafter, in accordance with Side Letter Exhibit N, dated May 13, 2020, books and media are allowed to be included in this reimbursement amount.

Section 21.4 -Identification Cards

Identification cards with pictures will be issued to employees.

Section 21.5 -Life Insurance

(a) This benefit section (a) applies only to employees hired on or before June 30, 1997. Effective July 1, 1989, the life insurance benefit shall be two (2) times the employee's annual salary, adjusted up to the nearest \$1,000, subject to a maximum of \$200,000. The County shall pay 80% of the cost of this benefit and the employee shall pay 20% of the cost of this benefit. The employee may purchase an additional \$10,000 or \$20,000 of additional life insurance, with the employee paying 100% of the cost of such additional life insurance. For employees who retire on or after September 1, 1994, the life insurance benefit shall continue and not be reduced.

(b) This benefit section (b) applies only to employees hired on or after July 1, 1997. The life insurance benefit shall be one (1) times the employee's annual salary, adjusted up to the nearest \$1,000. The County shall pay 80% of the cost of this benefit and the employee shall pay 20% of the cost of this benefit. This benefit shall be in effect only during the employee's active service as a Baltimore County employee.

Section 21.6 -Cleaning Allowance

All employees will receive a cleaning allowance of three hundred dollars (\$300) for clothing maintenance per contract year, except that this amount shall be increased to three hundred and fifty dollars (\$350) after June 30, 2021 in accordance with Side Letter Exhibit N, dated May 13, 2020. The applicable clothing amount shall be paid in the pay period of September. Employees hired after the pay period in September will receive their applicable cleaning allowance one time during a quarter year review by Human Resources for new hires.

Section 21.7 -Direct Deposit

Direct deposit of regular payroll checks shall be available to all employees. Employees will be required to receive their regular payroll checks through direct deposit at a bank or other banking facility.

Section 21.8 Contracts

The County agrees to print this Memorandum of Understanding in sufficient numbers to supply AFSCME with copies for its officers and members.

Section 21.9 Furlough

Bargaining unit members shall not be furloughed or laid off in fiscal years 2022 or 2023.

Section 21.10 Intra-net

The county shall provide access to the county intra-net to the union.

Section 21.11 Employee Lists A list of employees covered under this agreement shall be provided to the union once a calendar year upon request.

ARTICLE 22 -HEALTH INSURANCE COMMITTEE AND COVERAGE

It is the Administration's intent that the Health Care Review Committee be a viable body during term of the present Memorandum of Understanding. To that end, the Administration supports the following:

Section 22.1 -Composition of Committee

- A. One representative from AFSCME Local #921. (Appointed by the President.)
- B. One representative from Baltimore County Federation of Public Employees (FPE). (Appointed by the President.)
- C. One representative from the Baltimore County Federation of Public Health Nurses (BCFPHN). (Appointed by the President.)
- D. One representative from the Baltimore County Fraternal Order of Police (FOP Lodge #4). (Appointed by the President.)
- E. One representative from the Baltimore County Professional Fire Fighters Association (IAFF Local 1311). (Appointed by the President.)
- F. One representative from the Baltimore County Supervisory Managerial & Confidential (SMC) Group. (Appointed by the President.)
- G. One representative from the Baltimore County Deputy Sheriffs (FOP Lodge #25). (Appointed by the President.)
- H. A Health Care Review Committee Chairperson to be chosen by the six labor organizations. The Health Care Review Chairperson shall be in addition to the aforementioned employee representatives.

I. The Baltimore County Director of Human Resources.

J. The Baltimore County Insurance Administrator.

K. Depending on the nature of the issue before the Committee, others may be called upon for consultation and advice.

Section 22.1 (a) -Purpose and Scope of the Committee Responsibilities

The Health Care Review Committee will meet as needed, at the request of the Director of Human Resources and the Health Care Review Committee Chairperson, to exchange ideas and to evaluate health coverages. The Committee, in its advisory capacity, may make recommendations to the Administration as to the following:

- A. Health coverage costs.
- B. New and different benefit offerings.
- C. Plan designs.
- D. Cost containment measures.
- E. Internal health care educational communications.
- F. By mutual agreement, other areas of health benefit coverage not specifically specified above.

In order for the Committee to carry out its responsibilities, appropriate financial utilization data that the Administration possesses, or may readily obtain, will be shared with the Committee upon request.

Section 22.1 (b) -Employee Representative

The Administration agrees that up to two (2) employee representatives named by the employee chair of the Health Care Review Committee may participate on any RFP concerning health care plans. Those employee representatives will be afforded the opportunity to have input into the development of such an RFP or any specifications, which will be consummated through a panel engaged in competitive negotiations. In addition, hired consultants for labor may participate in an observatory capacity.

Section 22.1 (c) -Health Care Bargaining Agent

The Administration and the employee organizations agree that the employee representatives on the Health Care Review Committee shall collectively be considered the bargaining agent on health care issues. During formal negotiations either side may utilize resources including additional staff, consultants or advisors to assist in negotiations. Such resources will be considered observers while at the table and are entitled to participate in discussions or deliberations. Tentative agreements are subject to ratification by the membership of each employee organization.

Section 22.2 -Health Care Coverage Medical Plans The County shall provide employees and retirees not eligible for Medicare with a national Preferred Provider Organization (PPO) type Plan that provides in-network and out-of-network benefits. The plan design shall be as follows:

	IN-NETWORK	OUT-OF-NETWORK
Coinsurance	85%	75%
Annual Deductible	\$200/\$400	\$300/\$600
Out of Pocket Maximum	\$1,000/\$2,000	\$1,500/\$3,000

Primary Care Copay	\$15	75% after deduct
Specialist Copay	\$25	75% after deduct

The PPO Plan shall be available as an option to all active employees, all retirees not eligible for Medicare, and their eligible dependents.

The County shall provide one Open Access Health Maintenance Organization (HMO) and one alternative HMO. These plans will also be available as an option to all active employees, all retirees not eligible for Medicare, and their eligible dependents.

Subsidy

Employees hired prior to July 1, 2007, the following subsidies shall apply to the total premium for health care:

PPO	County	Employee
December 1, 2012	80%	20%
December 1, 2013	80%	20%
December 1, 2014	79%	21%
December 1, 2015	77%	23%
December 1, 2016	75%	25%

Open Access HMO	County	Employee
December 1, 2012	90%	10%
December 1, 2013	90%	10%
December 1, 2014	89%	11%
December 1, 2015	87%	13%
December 1, 2016	85%	15%

HMO	County	Employee
December 1, 2012	90%	10%
December 1, 2013	90%	10%
December 1, 2014	89%	11%
December 1, 2015	87%	13%
December 1, 2016	85%	15%

Employees hired after July 1, 2007, the following subsidies shall apply to the employee's individual premiums for health care after September 1, 2007. The County will subsidize a percentage difference between the individual and dependent coverage.

PPO	County	Employee	% of Difference w/Dependents
December 1, 2012	80%	20%	75%
December 1, 2013	80%	20%	75%
December 1, 2014	79%	21%	74%
December 1, 2015	77%	23%	72%
December 1, 2016	75%	25%	70%

Open Access HMO	County	Employee	% of Difference w/Dependents
December 1, 2012	90%	10%	75%

December 1, 2013	90%	10%	75%
December 1, 2014	89%	11%	74%
December 1, 2015	87%	13%	72%
December 1, 2016	85%	15%	70%

HMO	County	Employee	% of Difference w/Dependents
December 1, 2012	90%	10%	75%
December 1, 2013	90%	10%	75%
December 1, 2014	89%	11%	74%
December 1, 2015	87%	13%	72%
December 1, 2016	85%	15%	70%

Contracts with Health Care Plans -Health Care Plan Vendors and benefits shall be mutually agreed upon by the Administration and the collective employee representatives to the Health Care Review Committee.

Retiree Health Insurance -The County shall provide the same health insurance benefit plans offered to active employees for retirees not eligible for Medicare who attain sufficient creditable service for a full retirement within their bargaining unit, or retirees who qualify for disability retirement. The County subsidy for the Medicare Supplemental Plan is 75% of the plan premium for Medicare eligible individuals who retired prior to July 1, 2007.

The County will contribute toward the premium for available benefit plans in accordance with the County's Policy, on Insurance Benefits for Baltimore County retirees. Employees who retire from county service shall have the subsidy provided for in Exhibit H.

County retirees who would otherwise reach Medicare eligibility age, but who do not qualify on their own or through a spouse for Medicare coverage, will be allowed to remain in the County health plans offered to non-Medicare retirees. Upon reaching Medicare eligibility age, the County subsidy will be Exhibit H.

Continuation of managed dental and vision coverage after reaching Medicare eligibility age is available through pension check deductions at 100% of the premium with no county subsidy. Employees, who are hired after July 1, 2007 and then retire, shall have the subsidy for Health Insurance and Medicare provided for in Exhibit 1.

Section 22.3 -Dental Insurance

Traditional Dental Plan - The County will offer active employees only, a traditional indemnity dental plan with the following level of benefits:

Annual Deductible	September 1, 2007	\$50/\$100
	September 1, 2008	\$60/\$120
	September 1, 2009	\$70/\$140
	September 1, 2010	\$80/\$160
	September 1, 2011	\$100/\$200

Annual Maximum \$1,500 per Individual

Coinsurance:

Preventive Services	100% - no deductible applies
Basic Services	80% after deductible
Major Services (including periodontics)	50% after deductible
Orthodontia (to age 19)	50% after deductible to \$2,000 lifetime maximum per individual

The County contribution for this plan through August, 2011 will be as follows:

September 1, 2007	50%
September 1, 2008	55%
September 1, 2009	60%
September 1, 2010	65%
September 1, 2011	75%

Thereafter, the plan, benefit, and County/Employee premium contributions shall be subject to negotiations through the Health Care Review Committee. Retirees may participate in the Traditional Dental Plan at 100% of the premium with no County Subsidy.

Managed Dental Plans - The County will offer two managed dental plans. If one plan fails to offer acceptable service or ceases service, the County may withdraw it from the benefits package following approval by a majority of the Employee Representatives on the Health Care Review Committee. The County contribution toward the managed Dental plans for active employees and non-Medicare eligible retirees will be 75%. Medicare retirees may continue the Managed Dental Plans at 100% of the premium with no County Subsidy.

Section 22.4 -Prescription Plans

The County shall offer a prescription plan with a national network, included in the premium cost for all County medical plans. The following 3-tier formulary prescription plan will be included with the CIGNA OAP and OAPIN Medical plans

Effective January 1, 2015

Prescriptions filled at retail pharmacies pharmacy-up to 34 day supply \$12 copay for Generic \$30 copay for Brand Formulary Drug \$45 copay for Brand non-Formulary Drug	Prescriptions filled through Mail Order -up to 102 day supply \$24 copay for Generic Drug \$60 copay for Brand Formulary Drug \$90 copay for Brand non-Formulary Drug
Medicare Supplemental RX Deductible:	Effective September 1, 2007 \$75 person/year Effective September 1, 2008 \$100person/year

The County shall provide for the participation of the Health Care Review Committee in the review of the prescription plan formulary Network and Care Management utilized by the prescription plan administrator and periodic review of the formulary. Prescription plans shall be included with the medical plans.

Section 22.5 -Vision Plan

The County shall provide a Vision Plan to County employees, non-Medicare eligible retirees and their eligible dependents. The County shall pay 90% of the premium cost of the optical plan and the enrolled employee or retiree shall pay 10% of the premium cost. Beginning September 1, 2005 the county shall provide a managed vision network. Medicare retirees may continue the Vision Plan at 100% of the premium with no County Subsidy. The Vision plan shall provide both in network and *out* of network coverage as follows:

Benefits	In-Network Davis Provider Member Pays	Out-of-Network
Routine Eye Exam	No copay	Plan reimburses up to \$45, member pays the balance
Frames -Tower Collection (Fashion)	\$10	N/A
Frames -Tower (Upgrade)	\$30	N/A
Frames -Non-Tower	Out-of-Pocket cost varies	Plan reimburses up to \$35, member pays the balance
Lenses -Single Vision	Included with frames	Plan reimburses up to \$40, member pays the balance
Lenses -Bifocal/Trifocal	Included with frames	Plan reimburses up to \$60/90, member pays the balance
Contact Lenses (in lieu of eyeglasses)	\$10 copay on formulary or \$75 Single/\$95 Bifocal contact lens allowance towards provider supplied	Plan reimburses up to \$75/\$95 member pays the balance (Single/Bifocal)

Section 22.6 -Hearing Aid Benefit

The County shall provide a hearing aid benefit to employees and non-Medicare eligible retirees enrolled in the plan. Effective 01/01/2014 the PPO Plan and the Open Access HMO Plan pay 100% of the allowed benefit with an unlimited dollar maximum. Members are limited to 2 hearing aids every 3 years.

Section 22.7 -Non-Duplication of Health Coverage

No benefit-eligible employee, retiree or dependent of an employee or retiree can be covered on more than one County-sponsored medical plan. No benefit-eligible employee or retiree can enroll in a County medical plan if they are enrolled as a dependent on any medical plan outside of County employment. If a benefit-eligible employee or retiree covered by a medical plan outside County sponsorship loses coverage, they will be allowed to immediately enroll in a County plan upon verification that outside coverage has been terminated.

Section 22.8 - Health and Dependent Care Flexible Spending Accounts

Health Care and Dependent Care Flexible Spending Accounts (FSAs) will be offered to active employees and administered under section 105(h) (for the Health Care Plan) and section 129 (for the Dependent Care plan) of the Internal Revenue Code. The period of coverage for FSA plans is 12 months. Re-election in the plans is required each benefit plan year.

Section 22.9 -Medicare Benefits

The County will contribute to the cost of the Medicare Supplemental plan for Medicare eligible retirees as provided for in Exhibit H.

Section 22.10 -Information Access

The HCRC shall receive the monthly paid claims, administrative fees, and enrollment for the self-insured Medical, Dental, Pharmacy and Vision plans by line of coverage. In addition, the HCRC will receive quarterly and annual reports for those plans upon receipt of those reports from the vendor.

The County will further supply reports made available to it, including Rebates Reports, by the Prescription plan vendor, HMO medical plans, and managed dental plan vendors upon receipt of said reports from the plan administrators.

The HCRC will also receive monthly, a variance report that compares the budget to the actual paid claims experience.

County and the HCRC mutually agree to work to improve the reporting process with the various health plan vendors.

ARTICLE 23 - RETIREMENT PLAN

BENEFITS PROVIDED

- Normal and discontinued service retirement upon meeting age and service requirements
- Occupational disability benefits upon entry into the System
- Disability benefits for non-occupational related injury or illness upon attaining 10 years of creditable service.
- Occupational death benefits resulting from an injury in actual performance of the job
- Non-occupational death benefit coverage after five (5) years of creditable service
- Credit for unused sick leave and military service
- Service credit for transfer time from a Maryland state or local municipal retirement system
- Cost of living adjustments are provided if sufficient excess earnings exist in the Fund
- DROP eligibility if hired prior to 7/1/07, minimum age 55, and Rule-of-85 (age and service)
- Option not to join pension system at age 55

NORMAL SERVICE RETIREMENT BENEFITS

FOR MEMBERS HIRED PRIOR TO 7/1/07:

Members are eligible for normal service retirement after the attainment of age 60 with 5 years of creditable service or after 30 years of creditable service regardless of age. If a member is age 60 as of 6/30/07 and attains 5 years of creditable service, retires at age 65 with 5 years of creditable service, or retires with 30 years of creditable service regardless of age, the member will earn 1/55th for each year of creditable service times the member's Average Final Compensation

(AFC). If the member does not meet the above criteria but otherwise meets retirement eligibility, the member shall receive 1/55th for each year of service prior to 7/1/07 and 1/70th for each year of service on or after 7/1/07 times the member's AFC. AFC is the rate of annual earnable compensation during the highest 12 or 36 consecutive months of service, depending upon the employee's applicable benefit basis.

Beginning July 1, 2012, AFC shall not include overtime pay. The earnable compensation used to determine the employee's AFC upon retirement shall be the base salary provided for the employee in pay schedule II.

DEFERRED RETIREMENT OPTION PROGRAM (DROP)

General employees who were hired prior to July 1, 2007 may elect a Deferred Retirement Option Program (DROP) upon eligibility. Eligibility is based on a combined total of age and qualifying service of at least 85 and a minimum age of 55 (e.g., 30 years service + 55 years old = 85). Qualifying service includes unused sick time and military time but excludes outside transfer service. Elected officials and appointed department heads are not eligible.

The DROP allows eligible members to receive a lump sum payment at retirement in exchange for a reduced monthly benefit. When a member enters the DROP, they continue to work, their pension benefit is determined, and a DROP account is established in ERS. The DROP account is a personal retirement account that accumulates monthly pension payments, applicable retiree cost-of-living adjustments, ERS payroll contributions, an annual interest credit of 5%, and a one-time credit of unused sick time earned in the DROP period. The DROP period is a minimum of 5 years and a maximum of 10 years. However, electing the DROP does not obligate the member to work an additional 5 years. The member may opt out of the DROP at any time and be treated as if they had not elected to enter the DROP. When a DROP member retires, the DROP account may be paid to the member in a single lump sum or rolled over into an eligible retirement plan.

A member in the DROP may use sick time earned prior to entering the DROP. If the member uses more sick time than earned in the DROP period, the member's pension payments and DROP account will be recalculated accordingly. If the member used that sick time to meet DROP eligibility, the DROP election date will be adjusted.

To participate in the DROP, a member must first complete and sign a DROP Election Form at the Retirement Office in Room 169 of the County Courthouse.

EARLY RETIREMENT

Members hired prior to 7/1/07 who wish to retire before reaching normal retirement may do so after the attainment of age 55 and after completing 20 years of service. However, the retirement allowance will be reduced by 5% for every year prior to age 60 or 30 years of service, whichever results in the lesser reduction, up to a maximum reduction of 25%.

NORMAL SERVICE RETIREMENT BENEFITS FOR MEMBERS HIRED ON OR AFTER 7/1/07:

Members are eligible for normal service retirement after the attainment of age 67 with 10 years of creditable service or after 35 years of creditable service regardless of age. The member will earn 1/70th for each year of creditable service times the member's AFC. AFC is the rate of annual earnable compensation during the highest 36 consecutive months of service. Members hired on or after 7/1/07 are not eligible for the DROP program or early retirement.

Beginning July 1, 2012, AFC shall not include overtime pay. The earnable compensation used to determine the employee's AFC upon retirement shall be the base salary provided for the employee in pay schedule II.

RETIREMENT OPTIONS

ERS provides a retiring member with a choice of taking the maximum allowance or an optional survivorship option. An optional allowance may provide a lump sum payment or a continued monthly allowance for the beneficiary. The selection of any option actuarially reduces the maximum allowance based on the option and the ages of the retired member and the beneficiary as of the date of retirement.

Maximum Allowance - Unreduced retirement allowance with no provisions for continued payments after the retired member's death. All benefits cease at the time of the retired member's death.

Option 1 - Reduced benefit. If the retired member dies before receiving in annuity payments the total contributions, plus interest accumulated in their account at the time of retirement, any remaining balance will be paid in a one-time, lump-sum payment to the designated beneficiary or beneficiaries. All monthly benefits cease at the time of the retired member's death. Under this option, the retiree may change the beneficiary even after receiving the first monthly payment and can also designate multiple beneficiaries.

Option 2 - Reduced benefit. Upon the death of the retired member, 100% of the retired member's monthly allowance shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

Option 3 - Reduced benefit. Upon the death of the retired member, 50% of the retired member's monthly allowance shall be continued throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

Option 4 - Reduced benefit. Allows any portion of the retired member's allowance, the amount to be determined by the retired member, to continue throughout the life of and paid to the designated beneficiary. No changes may be made to the designated beneficiary after payment of the member's first retirement allowance. If the beneficiary predeceases the retired member, no benefits will be payable after the retired member's death.

Option 5 - Reduced benefit. Allows 100% of the retired member's allowance to be paid to the beneficiary after the retired member's death. If the retired member becomes divorced from the beneficiary or if the beneficiary dies before the retired member, upon notification to the Board of Trustees, the retired member's allowance will be increased to the Maximum Allowance described above. If after such death or divorce the retired member wishes to select a new beneficiary and retirement option, the retired member may elect one of Options 2, 3, 4, 5, or 6. The benefit will be recomputed based on the ages of the retired member and the beneficiary at the time of re-designation.

Option 6 – Reduced benefit. Allows 50% of the retired member’s allowance to be paid to the beneficiary after the retired member’s death. If the retired member becomes divorced from the beneficiary or if the beneficiary dies before the retired member, upon notification to the Board of Trustees, the retired member’s allowance will be increased to the maximum described above. If after such death or divorce the retired member wishes to select a new beneficiary and retirement option, the retired member may elect one of Options 2, 3, 4, 5, or 6. The benefit will be recomputed based on the ages of the retired member and the beneficiary at the time of re-designation.

MILITARY SERVICE CREDIT

Upon vesting, a member may be eligible to receive retirement credit for up to four years of active duty military service, on a year-for-year basis. Application for military credit can be made up until the time of retirement. To apply, a member must bring their DD214 to the Retirement Office and complete an Application for Military Credit. Active duty service credit will be verified and added to the member’s account.

CREDIT FOR UNUSED SICK LEAVE

When a member’s final retirement benefit is calculated, a member receives service credit for unused sick leave. One month of service credit shall be granted for every 22 days of unused sick leave. A remainder of 11 days or more will be rounded up to the next full month. Sick leave shall not be used to determine membership service required for the following: death benefit; ordinary disability; vesting; or early retirement.

WITHDRAWING FROM THE SYSTEM

Members may withdraw from the System and receive their accumulated contributions only upon termination of employment. If employment is resumed and membership reinstated, no loss of prior service will occur if all accumulated contributions that were withdrawn are redeposited with interest to date of redeposit. Employees reenrolling under such conditions may not take a normal service retirement or an ordinary disability retirement for three years after reenrollment.

TRANSFER OF SERVICE CREDIT

If a new member was employed by the State of Maryland or any other jurisdiction within Maryland immediately prior to employment with Baltimore County, they may be eligible for transfer of prior retirement system service credit. In accordance with State law, new employees have only one year from the date of membership with ERS to claim prior service credit and provide accumulated contributions to ERS. To qualify for transfer service credit, there must be no break in employment greater than 90 days and no employment elsewhere within the break. It is the employee’s responsibility to initiate this transfer process with this one-year limitation period. No exceptions are allowed.

CONTRIBUTIONS

Employee contributions into the Retirement System are made through automatic payroll deductions. Retirement deductions are non-taxable, reducing the taxable income reported on the member’s W-2 Form.

Employees hired before July 1, 2007.

1. Effective July 1, 2016 pay schedule II employees who contribute less than 6.25% of their salary toward their pension shall increase their contribution to the rate of 6.25% of salary toward their pension.
2. Effective July 1, 2017 pay schedule II employees who contribute less than 6.75% of salary toward their pension shall increase their contribution to the rate of 6.75% of salary toward their pension.
3. Effective July 1, 2018 pay schedule II employees who contribute less than 7.25% of salary toward their pension shall increase their contribution to the rate of 7.25% of salary toward their pension.
4. Effective July 1, 2016 pay schedule II employees contributing more than 7.25% of their salary toward their pension shall have the contribution rate set at 7.25%

Employees hired on or after July 1, 2007.

1. Effective July 1, 2010, employees shall contribute six and one-half percent (6.5%) of their base salary toward their pension.
2. Effective July 1, 2011, employees shall contribute seven percent (7%) of their base salary toward their pension.

RETIREE COST OF LIVING ADJUSTMENTS (COLAs)

1. The System provides COLAs to eligible retirees only if sufficient excess investment income exists in the Post Retirement Increase Fund to provide a minimum one percent increase. To receive a retiree COLA, a retiree must be retired for at least 12 months as of June 30 plus and additional four years. The Post Retirement Increase Fund (PRIF) shall be reduced from eight (8%) percent to six (6%). Retiree COLAs range from 1% to 3% and are based on the change in the Consumer Price Index (CPI-U) for the 12 months ended December. COLAs are effective in July and are granted independently of employee COLAs.
2. Employees who were hired before July 1, 2007, and who retire on or after July 1, 2010 with less than 20 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.
3. Employees who were hired after July 1, 2007, and who retire on or after July 1, 2010 with less than 25 years of service, shall not be entitled to the retiree COLA. This subsection does not apply to disability retirements.

RETIREMENT FILING PROCEDURES

- Select a retirement date and benefit option.
- Schedule an appointment 2-3 months before your retirement effective date.
- Bring your birth certificate to your appointment.
- Spouses are welcome to attend.
- Board of Trustees must approve your application.
- The Insurance Office of your employer will set up insurance deductions for eligible members.
- The Retirement Office will confirm final monthly benefit allowance and option by letter.
- Benefit payments will be dated and payable on the last banking date of the month.
- Retirees are required to bring a voided check and sign up for direct deposit.

Pension Modifications:

Employees hired on or after July 1, 2010 will be excluded from buying back retirement time.

Employees who opted not to join the retirement system during their first two years of service shall have until June 30, 2012 to make a selection to buy back the time.

Employees who file for an Ordinary Disability retirement shall have it changed to a Normal Service Retirement if they are eligible for a Normal Service Retirement.

Effective July 1, 2010 neither the County nor the AFSCME shall seek to negotiate on pension matters, or otherwise seek to modify Article 23 Pension for two years. (until fiscal year 2013)

Accidental Disability: Exhibit K.

Section 23.1 -Drop Study

The County agrees to conduct a study regarding pension benefits that are offered to AFSCME unit members. The study will consider plan offerings relative to peer jurisdictions and, at AFSCME's request, will include within its scope options for establishing a DROP program for employees hired on or after July 1, 2007. The study will consider costs of implementing a DROP program. The implementation of a DROP program is contingent on the costs of the options developed and availability of funding. The agreement to study options for establishing a DROP program does not equate to an agreement to implement.

ARTICLE 24 -SCOPE OF MEMORANDUM OF UNDERSTANDING

Section 24.1 -Separability

In the event any article, section or portion of this Memorandum of Understanding should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the Administration and the Union agree to negotiate a substitute for the invalidated article, section or portion thereof.

Section 24.2 -Implementation .of Memorandum of Understanding

The Administration shall introduce all legislation necessary to implement and give full force and effect to the provisions of any Memorandum of Understanding negotiated to succeed this Memorandum of Understanding, and the Administration and Union shall support all such legislation, both before the Personnel Salary and Advisory Board and the County Council.

Section 24.3 -Term of Memorandum of Understanding This Memorandum of Understanding shall become effective July 1, 2020 and shall continue in full force and effect until June 30, 2023. This Memorandum of Understanding shall automatically renew itself as of July 1, 2023 and for yearly periods thereafter unless either party shall give the other written notice of a desire to terminate, modify or amend this Memorandum of Understanding prior to October 15, 2022 or October 15 of any subsequent year. If legislation necessary to effectuate the terms of this agreement is not adopted by the County Council, the parties shall recommence negotiations if either party so requests.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding

this 30 day of March, 2023.

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES LOCAL #921

BY: 

Norman A. Anderson
President, Local #921

BALTIMORE COUNTY ADMINISTRATION
BALTIMORE COUNTY, MARYLAND

BY: 

John A. Dlszewski, Jr.
Baltimore County Executive

BY: 

Courtney Jenkins
Council Representative
Council 67, AFSCME

BY: 

Stacy L. Rodgers
County Administrative Officer

BY: 

Yvonne Lee
Vice-President, Local #921

BY: 

Drew Vetter
Deputy County Administrative Officer

BY: 

David Heinle
Executive Board

BY: 

Rhoda Benjamin
Director of Human Resources

BY: 

James R. Benjamin, Jr.
County Attorney

BY: 

D'Andrea Walker, Director
Department of Public Works

Council 67
AFSCME
We Make Maryland Happen

**AFSCME Membership Application
 and People Contribution Form**

AFSCME

AFSCME Local 921

Last Name _____	First _____	Mt _____	<input type="checkbox"/> Member
Employer _____	SSN (Last 4) _____	Date of Hire _____	<input type="checkbox"/> Fee payer
Home Address _____	City _____	State _____	Zip _____
Cell Phone _____	Email _____		

I, the undersigned, hereby apply for membership in the American Federation of State, County and Municipal Employees, AFL-CIO as my duly authorized representative on matters relating to wages, hours and other conditions of employment in order to promote and protect my economic welfare. Please consider this your authority to deduct from my salary or wages earned by me an amount certified by the Union as my regular current dues. The amount deducted shall be paid to Maryland Public Employees Council 67. This authorization shall remain in effect unless terminated by me with proper written notice in accordance with the collective bargaining agreement current regulations, or by my termination of employment.

Dues are not deductible as charitable contribution for Federal Income Tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.

☐ I agree to receive text message updates from AFSCME. Message and data rates may apply.

Signature _____

Date _____

BALTIMORE COUNTY GOVERNMENT														
PAY SCHEDULE II														
STANDARD GRADES														
American Federation of State, County and Municipal Employees														
Effective January 1, 2022														
	BASE HOURLY RATES						LONGEVITY ANNUAL RATES							
	(In Dollars)						(In Dollars)							
<u>Grade</u>	<u>Minimum</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>Maximum</u>	<u>7 Years</u>	<u>10 Years</u>	<u>15 Years</u>	<u>20 Years</u>	<u>22 Years</u>	<u>25 Years</u>	<u>29 Years</u>	<u>34 Years</u>
H11	14.23	14.61	15.15	15.71	16.36	17.10	17.88	18.62	19.45	20.31	21.29	22.27	23.30	24.40
H12	14.61	15.15	15.71	16.36	17.10	17.88	18.62	19.45	20.31	21.29	22.27	23.30	24.40	25.67
H13	15.15	15.71	16.36	17.10	17.88	18.62	19.45	20.31	21.29	22.27	23.30	24.40	25.67	26.94
H14	15.71	16.36	17.10	17.88	18.62	19.45	20.31	21.29	22.27	23.30	24.40	25.67	26.94	28.26
H15	16.36	17.10	17.88	18.62	19.45	20.31	21.29	22.27	23.30	24.40	25.67	26.94	28.26	29.62
H16	17.10	17.88	18.62	19.45	20.31	21.29	22.27	23.30	24.40	25.67	26.94	28.26	29.62	31.08
H17	17.88	18.62	19.45	20.31	21.29	22.27	23.30	24.40	25.67	26.94	28.26	29.62	31.08	32.64
H18	18.62	19.45	20.31	21.29	22.27	23.30	24.40	25.67	26.94	28.26	29.62	31.08	32.64	34.26
H19	19.45	20.31	21.29	22.27	23.30	24.40	25.67	26.94	28.26	29.62	31.08	32.64	34.26	35.97
H20	20.31	21.29	22.27	23.30	24.40	25.67	26.94	28.26	29.62	31.08	32.64	34.26	35.97	37.77
H21	21.29	22.27	23.30	24.40	25.67	26.94	28.26	29.62	31.08	32.64	34.26	35.97	37.77	39.66
H22	22.27	23.30	24.40	25.67	26.94	28.26	29.62	31.08	32.64	34.26	35.97	37.77	39.66	41.63
H23	23.30	24.40	25.67	26.94	28.26	29.62	31.08	32.64	34.26	35.97	37.77	39.66	41.63	43.71
H24	24.40	25.67	26.94	28.26	29.62	31.08	32.64	34.26	35.97	37.77	39.66	41.63	43.71	45.90
H25	25.67	26.94	28.26	29.62	31.08	32.64	34.26	35.97	37.77	39.66	41.63	43.71	45.90	48.20
H26	26.94	28.26	29.62	31.08	32.64	34.26	35.97	37.77	39.66	41.63	43.71	45.90	48.20	50.60

¹ The amount of a longevity increase for employees on an annual salary scale is the equivalent of one (1) step in the pay grade of the class to which the employee's position is assigned. Classified employees are rewarded for long and faithful service through longevity increments. These increments are earned upon the attainment of 7, 10, 15, 20, 22, 25, 29 and 34 years of service

BALTIMORE COUNTY GOVERNMENT														
PAY SCHEDULE II														
STANDARD GRADES														
American Federation of State, County and Municipal Employees														
Effective January 1, 2023														
BASE HOURLY RATES							LONGEVITY ANNUAL RATES							
(In Dollars)							(In Dollars)							
Grade	Minimum	1st Step	2nd Step	3rd Step	4th Step	Maximum	7 Years	10 Years	15 Years	20 Years	22 Years	25 Years	29 Years	34 Years
H11	14.66	15.05	15.61	16.18	16.85	17.61	18.42	19.18	20.04	20.92	21.93	22.94	24.00	25.13
H12	15.05	15.61	16.18	16.85	17.61	18.42	19.18	20.04	20.92	21.93	22.94	24.00	25.13	26.44
H13	15.61	16.18	16.85	17.61	18.42	19.18	20.04	20.92	21.93	22.94	24.00	25.13	26.44	27.75
H14	16.18	16.85	17.61	18.42	19.18	20.04	20.92	21.93	22.94	24.00	25.13	26.44	27.75	29.11
H15	16.85	17.61	18.42	19.18	20.04	20.92	21.93	22.94	24.00	25.13	26.44	27.75	29.11	30.51
H16	17.61	18.42	19.18	20.04	20.92	21.93	22.94	24.00	25.13	26.44	27.75	29.11	30.51	32.02
H17	18.42	19.18	20.04	20.92	21.93	22.94	24.00	25.13	26.44	27.75	29.11	30.51	32.02	33.62
H18	19.18	20.04	20.92	21.93	22.94	24.00	25.13	26.44	27.75	29.11	30.51	32.02	33.62	35.28
H19	20.04	20.92	21.93	22.94	24.00	25.13	26.44	27.75	29.11	30.51	32.02	33.62	35.28	37.05
H20	20.92	21.93	22.94	24.00	25.13	26.44	27.75	29.11	30.51	32.02	33.62	35.28	37.05	38.90
H21	21.93	22.94	24.00	25.13	26.44	27.75	29.11	30.51	32.02	33.62	35.28	37.05	38.90	40.85
H22	22.94	24.00	25.13	26.44	27.75	29.11	30.51	32.02	33.62	35.28	37.05	38.90	40.85	42.88
H23	24.00	25.13	26.44	27.75	29.11	30.51	32.02	33.62	35.28	37.05	38.90	40.85	42.88	45.02
H24	25.13	26.44	27.75	29.11	30.51	32.02	33.62	35.28	37.05	38.90	40.85	42.88	45.02	47.27
H25	26.44	27.75	29.11	30.51	32.02	33.62	35.28	37.05	38.90	40.85	42.88	45.02	47.27	49.65
H26	27.75	29.11	30.51	32.02	33.62	35.28	37.05	38.90	40.85	42.88	45.02	47.27	49.65	52.12

EXHIBIT C

MEAL REIMBURSEMENT POLICY

Under some circumstances Baltimore County will reimburse employees for meals purchased during hours that they are required to work overtime. Reimbursement will be at the appropriate rate per meal. Situations where meals will be reimbursed are as follows:

Any employee performing duties beyond the normal work hours on weekdays, and in addition, a;; non-prearranged work hours on weekends, all work performed beyond the normal work day on prearranged weekends and on holidays, will be paid at a rate of ten dollars (\$10) per meal, pursuant to the following schedule:

	# of HOURS WORKED IN A DAY	# OF MEALS
REGULAR WORKWEEK	12 BUT LESS THAN 14	1
	14 BUT LESS THAN 20	2
	20 BUT LESS THAN 24	3
SCHEDULED DAY OFF	4 BUT LESS THAN 6	1
	6 BUT LESS THAN 12	2
	12 BUT LESS THAN 18	3
	18 HOURS TO 24 HOURS	4

The period for determining the number of hours worked in a day shall begin with the employee's normal scheduled reporting time.

TRAVEL POLICY

1. Purpose

In order to provide a uniform policy for administration of required and authorized County business travel by employees of all agencies, the following guidelines and procedures shall be adopted by all departments, effective November 29, 1979.

This policy supersedes and replaces all previously existing official or unofficial travel policies presently applied by any County agency.

2. Administration

Travel procedures will be based on information circulated and updated every fiscal year by the Office of Finance, which shall be charged with the responsibility for voucher verification, per diem averages for selected major cities, average travel timetables, air and train fare estimates, accommodation recommendations and other guideline information necessary to insure proper controls of travel expenses.

The individual agency heads shall be responsible for approving travel requests in their departments, and for insuring that travel reimbursement is neither excessive nor discriminatory in its application. Any supplementary procedures developed by the agencies shall be subject to the approval of the Administrative Officer. The agency head shall have the responsibility to determine whether a County vehicle or a privately-owned vehicle shall be used for such travel.

The County Administrative Officer, or the Administrative Officer's designee, shall monitor all travel expenses as reported quarterly by the Office of Finance.

3. Mileage Allowance

A mileage allowance at the rate set by the Internal Revenue Service, plus tolls and parking, shall be paid to County employees who use their privately-owned vehicles for official County travel necessary to carry out the required or authorized duties of their positions, without regard to the number of passengers they may have.

In the application of this allowance, the employee will be entitled to reimbursement for official travel which is authorized by the agency head or designee, other than that required to and from the employee's regularly assigned office or duty station, for the purpose of mileage allowance calculations.

When an employee is required to travel on official business from home to a location other than the regularly assigned office or duty station, whether on a workday or not, the employee shall be reimbursed for mileage in excess of the distance round-trip between the employee's home and the regularly assigned place of work or duty station. It is the employee's duty to keep accurate and timely records of travel, and to report such mileage as required by the agency for reimbursement.

4. Temporary Change of Work Location

An employee who is required to report to a different work site will be reimbursed for all extra travel connected with that transfer provided that the transfer is authorized or directed by the employee's supervisor and is temporary (1 two-week pay period or less) in nature. This allowance will only be paid for mileage beyond that normally traveled by the employee to the employee's regularly assigned place of work.

Travel allowance payments for temporary changes of work location beyond the two-week limitation must be specifically approved by the agency head, subject to the review of the Administrative Officer.

5. Tolls and Parking

Should authorized County business require an employee to pay tolls or parking charges beyond that usually required by travel to their regular work area, the employee shall be reimbursed for such tolls or parking. Parking costs will not be paid to employees who are required to report to the Towson area offices on a temporary change of work location (see No. 4 above).

EXHIBIT D

6. Travel to Conferences, Workshops

Travel to approved conferences, meetings, workshops, training sessions and other work-related events shall be considered official County business. The agency head shall have the responsibility to determine whether a privately-owned or County-owned vehicle should be used for such trips. In planning travel, consideration shall be given to routes which minimize both time and cost to and from the destination.

Employees traveling on official County business are expected to exercise care in incurring expenses, and to avoid excessive or unnecessary costs by planning for the minimum amount of travel and the most economical mode of transportation to the destination. In all cases, the agency head, or designee, shall have final approval on advances and/or reimbursements for the agency's employees, consistent with the guidelines issued by the Office of Finance.

If it is determined that the most economical means of travel is by County vehicle, the "General Rules and Regulations for County Vehicles" shall be followed. Requests for overnight or out-of-state use of pool vehicles must be made prior to the first day of travel.

7. Receipts, Gratuities

Receipts will be required by the Office of Finance for expenses such as lodging, train/bus/airplane tickets, parking, tolls over \$1.00, conference/registration fees, limousine fares and cleaning allowances. Actual expenses for items such as mileage, meals, gratuities, baggage handling charges and taxis will be reimbursed according to the schedule published by the Office of Finance.

SHOP STEWARDS

I. PUBLIC WORKS

A. Bureau of Highways- One Chief Steward

The following locations will be represented by individual stewards:

- | | |
|------------|-------------|
| 1. Shop 11 | 6. Shop 61 |
| 2. Shop 21 | 7. Shop 71 |
| 3. Shop 31 | 8. Shop 72 |
| 4. Shop 42 | 9. Shop 81 |
| 5. Shop 43 | 10. Shop 91 |

All other work areas not designated above will be represented by the Chief Steward.

B. Bureau of Solid Waste Management- One Shop Steward

The following location will be represented by individual steward:

1. Eastern Landfill

C. Bureau of Utilities- One Chief Steward

The following locations will be represented by individual stewards:

- | | |
|---------------|--------------------------------|
| 1. Pikesville | 4. Fullerton- Construction |
| 2. Essex | 5. Fullerton- Pumping Division |
| 3. Brady Ave. | |

All other work areas not designated above will be represented by the Chief Steward.

D. Bureau of Traffic Engineering & Transportation- One Shop Steward

1. Glen Arm

II. Office of Budget and FinanceA. Property Management- One Chief Steward

The following locations will be represented by individual stewards:

1. Towson Complex (Building Services)
2. Glen Arm Day Shift- Night Shift

The following locations will be represented by individual stewards:

- | | | |
|-------------------|----------------|-------------------------|
| 1. Sparrows Point | 3. Double Rock | 5. Special Forces-Texas |
| 2. Inwood | 4. Texas | |

All other work areas not designated above will be represented by the Chief Steward.

The following location will be represented by a Steward:

1. Central Garage (Vehicles Operations and Maintenance) -Day Shift- Night Shift

III. Office of Information Technology

1. Electronic Services
2. Telecommunications

All other work areas not designated above will be represented by the Chief Steward.

IV. CORRECTIONS- One Shop Steward

1. Towson

V. AGING- One Shop Steward

1. County Ride

VI. HEALTH- One Shop Steward

1. Animal Control

Other Stewards may be designated by AFSCME, Local #921 upon notification to the appropriate department head and Director of Human Resources.

BALTIMORE COUNTY

COMPENSATION PLAN RULES and REGULATIONSRULE 10: PREMIUM PAY REGULATIONSRegulation 10.01 I. Stand-by Pay

1. Classified employees in positions in grade 19 and below on Pay Schedule I or VI, or in the following classes on Pay Schedule I: Animal Services Field Officer I (40 Hours), Animal Services Field Officer II (40 Hours), Correctional Dietary Officer (40 Hours), Correctional Officer (40 Hours), Emergency Communications Technician Trainee (40 Hours), Emergency Communications Technician I (40 Hours), Emergency Communications Technician II (40 Hours), Emergency Communications Assistant Supervisor (40 Hours), Emergency Communications Supervisor (40 Hours), Environmental Associate (40 Hours), Environmental Health Specialist I, Environmental Health Specialist II, Forensic Photographer, Forensic Services Technician I (40 Hours), Highways Crew Chief (40 Hours), Landfill Crew Chief (40 Hours), Pollution Control Analyst I (40 Hours), Pollution Control Analyst II (40 Hours) (Options), Recreation and Parks Maintenance Crew Chief (40 Hours), Storekeeper II (40 Hours), Traffic Road Marking Crew Chief (40 Hours), Traffic Signal Construction Crew Chief (40 Hours), and Utilities Crew Chief (40 Hours) or in the following classes on Pay Schedule XIII: Deputy Sheriff, Deputy Sheriff First Class, Deputy Sheriff Sergeant, Deputy Sheriff Lieutenant, or in positions on Pay Schedule II, Pay Schedule V, or Pay Schedule III, who are required by their Department Heads, in writing, to serve in a recurring regularly scheduled stand-by duty assignment by being available at their homes or subject to call exclusively for work, following regular working hours or on Saturdays, Sundays, or holidays when such employee is not normally expected to work, shall be eligible for stand-by duty pay.

In accordance with a pre-determined authorized regular schedule for such stand-by duty, and subject to the following conditions, such employees shall be paid at one-fourth (1/4) their regular hourly rate for each hour spent on regularly scheduled stand-by assignments.

- a. Hours compensated as stand-by duty shall not be counted in determining the total hours worked in a given workweek for overtime administration.
- b. An employee not available for work after being assigned to stand by duty will not receive any credit for stand-by duty during such official assignment.
- c. In the event that such employees are actually called back to work during their stand-by assignments, such hours shall be deducted from the twenty-four (24) hour period before calculating stand-by pay.

VOLUNTARY DONATION OF ANNUAL LEAVE

VOLUNTARY DONATION OF ANNUAL LEAVE

Employee's Name

Employee's ID # of SS#

RE: Leave Donation for Pay Schedule II Employees

I, _____, a member of the bargaining unit represented by the American Federation of State, County and Municipal Employees, thereafter referred to as (AFSCME) hereby agrees to the donation of _____ hours of annual leave from my annual leave account to the sick leave account of _____. (Please note the donation may only be made in 8 hour increments.) In that regard, I authorize and request Baltimore County to deduct said hours from my annual leave account and to credit such hours to the sick leave account of the aforementioned employee. I understand my rights to the above referenced donated annual leave are relinquished and I recognize that I cannot recover these annual leave hours at a future date.

It is my understanding that AFSCME is coordinating the voluntary annual leave donation program and I authorize the AFSCME to forward this authorization to the appropriate Departmental and/or county office so that my authorization can be implemented.

Signature of Employee

Date

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BALTIMORE COUNTY- EXECUTIVE SUMMARY
GENERAL EMPLOYEES

PENSION PLAN:

I. CURRENT EMPLOYEES

DROP PROGRAM

The County shall provide a DROP program for all general employees under which eligible active members may elect to receive a lump sum payment at retirement in exchange for a reduced monthly benefit. The DROP period is a minimum of 5 years and a maximum of 10 years. Eligibility will be age 55 plus a total of age and service of at least 85. The DROP account will include benefit payments at the maximum option, employee contribution, and an interest credit of 5.00%. DROP specifics are as follows:

1. The length of the DROP is from five to ten years.
2. In order to be eligible to elect the DROP, a member must be at least age 55 and the total of age plus service must be at least 85 ("Rule-of-85"). Service includes sick leave and military time but excludes outside transfer service.
3. The pension payments credited to the DROP account will be calculated at 100% of the DROP annuity during the DROP period, where the DROP annuity is equal to the average final compensation (AFC) multiplied by the years of service determined at the DROP election date times the benefit basis of 1/55. The following are sample 5 year and 1- year DROP calculations:
4. Pension payments credited to the DROP account will be increased for COLAs granted during the DROP period.
5. The Retirement Allowance paid after the retirement date, will equal the DROP Allowance except, if the member elects an optional form of payment, the pension paid after retirement will be reduced for the option elected. This reduction will be based on both the member and beneficiary's ages at the actual retirement date.
6. All member contributions made during the period of the DROP will be credited to the DROP account.
7. The DROP account will be credited with interest each June 30, based on the administrative procedures currently used to determine the member's accumulated contributions. The interest rate used to credit the account is 5.00%.
8. The DROP accumulation may be paid to the member in a single lump sum, or may be rolled over into an eligible plan such as IRA.
9. If a member elects the DROP program and becomes disabled or dies....
 - a. Prior to completing the 5-year minimum service requirement, they will receive the benefits paid under the regular plan.
 - b. After completing the 5-year minimum service requirement, they will receive their DROP lump sum. Disabled members will also receive the DROP annuity.
10. A member is not required to commit to future retirement date at the point of election and may opt out of the DROP at any point. If the member chooses to opt out of the program, the member's benefit payment will be treated as if they had not entered the DROP program.
11. The program is assumed to begin on July 1, 2007 with first retirements under a 5-year DROP occurring on or after July 1, 2012.

ACCIDENTAL DISABILITY

§ 5-1-226. — ALLOWANCE ON ACCIDENTAL DISABILITY RETIREMENT.

Upon retirement for accidental disability, such member shall receive an accidental disability retirement allowance which shall be as follows:

- (1) (i) *Dismemberment or paralysis.* Member shall be eligible to receive an accidental disability allowance, regardless of age, if the member has sustained any of the losses listed in the schedule below and which loss has been determined to be the direct result of bodily injury arising through an accident, independent of all other causes, occurring while in the actual performance of duty with the county at a definite time and place, without willful negligence on the part of the member. The accidental disability allowance under this section shall be an amount equal to seventy-five (75) percent of the member's average final compensation.

(ii) Schedule of losses:

1. Both hands or both feet;
2. One hand and one foot;
3. One hand and the sight of one eye;
4. One foot and sight of one eye;
5. Sight of both eyes;
6. Paralysis (para or quadriplegia);

with respect to a hand or foot, "loss" means dismemberment by severance through or above the wrist or ankle joint. "Loss" also means partial dismemberment of a hand or foot that results in the loss of all functional use of the partially dismembered hand or foot. With respect to eyes, "loss of sight of one eye" shall mean central visual acuity of twenty two-hundredths (20/200) or less in one eye with the use of correcting lenses, or visual acuity of greater than twenty two-hundredths (20/200) if accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty (20) degrees. "Loss of sight of both eyes" shall mean central acuity of twenty two-hundredths (20/200) or less in the better eye with the use of correcting lenses, or visual acuity greater than twenty two-hundredths (20/200) if accompanied by a limitation in the field of vision such that the widest diameter of the visual field subtends an angle no greater than twenty (20) degrees.

- (2) (i) *Accidental disability - schedule of impairments.* A member shall be eligible to receive a full accidental disability allowance, regardless of age, if the member has sustained an impairment or impairments to the extent listed below under "schedule of impairments" as a direct result of the actual performance of duties with the county and which has permanently incapacitated the member for the further performance of the duties of the member's job classification. The full accidental disability allowance under this paragraph shall be an amount equal to sixty-six and two-thirds (66 2/3) percent of the member's average final compensation.

(ii) *Schedule of impairments:* A seventy-five (75) percent anatomical loss of the use of the impairments listed below or a fifty (50) percent or more anatomical loss of each of two (2) or more of the impairments below; or, except as to Group 3 members, a one hundred (100) percent or more anatomical loss of the use of any combination of the impairments listed below, if the loss is caused by the same accident or incident, and, as a result of the loss, the member's employment is involuntarily terminated:

1. Speech;
2. Sight;
3. Neck;
4. Back;
5. Vital bodily organ;
6. A part of the central nervous system;
7. Arm;
8. Hip, leg, or lower extremity;

9. Shoulder;
10. Hearing;
11. Mentally incapacitated whereby a member applies for and is granted a disability benefit under the federal old-age survivor's and disability insurance act.

(iii) The percentage of anatomical loss shall be determined in accordance with the American Medical Association guides to evaluation of permanent impairment, such determination shall include information about function and range of motion.

- (3) *Accidental disability.* A member shall be eligible to receive an accidental disability allowance, regardless of age, if the member has sustained an impairment as a direct result of the actual performance of duties with the county and which has permanently incapacitated the member for the further performance of the duties of the member's job classification but does not reach the extent of incapacity as found in paragraphs (1) and (2) of this section. For pay schedules IV, V, VII, and VIII, the accidental disability allowance under this section shall be an amount equal to one-fortieth ($1/40$) of the member's average final compensation multiplied by the number of years of creditable service not in excess of twenty (20) and one-fiftieth ($1/50$) of the member's average final compensation multiplied by the number of years of creditable service in excess of twenty (20). The minimum retirement allowance shall be equal to fifty (50) percent of the member's average final compensation. The retirement allowance for a Group 3 member shall be equal to fifty (50) percent of the member's average final compensation but not less than the normal service retirement benefit that the member would have been entitled to on the date of retirement.

EXHIBIT L

PAY SCHEDULE II CLASSIFICATIONS

CODE	CLASS TITLE	GRADE
6.404	Animal Services Field Assistant	H15
6.411	Animal Shelter Attendant I	H17
6.412	Animal Shelter Attendant II	H19
7.115	Custodial Worker I	H13
7.116	Custodial Worker II	H15
7.117	Custodial Worker III	H18
7.125	Buildings Maintenance Mechanic I	H16
7.126	Buildings Maintenance Mechanic II	H20
8.201	Trades Helper (Options)	H13
8.205	Painter	H20
8.208	Carpenter I	H16
8.209	Carpenter II	H20
8.211	Electrician I	H19
8.212	Electrician II	H23
8.214	Plumber I	H19
8.215	Plumber II	H23
8.217	Heating and Air Conditioning Mechanic I	H19
8.218	Heating and Air Conditioning Mechanic II	H23
8.220	Masonry Mechanic	H18
8.223	Locksmith II	H23
8.224	Locksmith I	H20
8.227	Heavy Equipment Maintenance Center Technician	H23
8.228	Heavy Equipment Mechanic I	H20
8.229	Heavy Equipment Mechanic II	H22
8.234	Automotive Mechanic	H20
8.235	Automotive Specialist	H22
8.238	Automotive Team Leader	H23
8.239	Laborer II	H16
8.240	Public Works Technician I (Options)	H16
8.241	Public Works Technician II (Options)	H18
8.242	Public Works Technician III (Options)	H20
8.243	Public Works Technician IV (Options)	H21
8.244	Equipment Operator	H17
8.245	Heavy Equipment Operator	H19
8.246	Landfill Equipment Operator	H21
8.247	Pipeline Maintenance Specialist	H19
8.249	Welder Mechanic	H22

8.256	Playground Specialist	H20
8.257	Property Management Grounds Maintena	H15
8.259	Property Management Grounds Maintena	H16
8.260	Property Management Grounds Maintena	H18
8.261	CountyRide Driver I	H16
8.262	CountyRide Driver II	H18
8.265	Environmental Operations Specialist I	H16
8.266	Environmental Operations Specialist II	H18
8.267	Wireless Communications Technician	H24
8.268	Electronic Mechanic	H19
8.269	Communications Equipment Technician I	H24
8.270	Communications Equipment Technician I	H26
8.276	Breathing Apparatus Technician	H24
8.280	Treatment Plant Operator Trainee	H16
8.281	Treatment Plant Operator I	H20
8.282	Treatment Plant Operator II	H22
8.283	Instrument Mechanic I	H18
8.284	Instrument Mechanic II	H22
8.286	Pumping Station Mechanic I	H18
8.287	Pumping Station Mechanic II	H20
8.288	Pumping Station Mechanic III	H22
8.289	Pumping Station Electrician	H24
8.292	High Tree Trimmer	H21
8.310	Laborer I	H13
8.312	Laborer II Trainee	H15
8.315	Driver-Messenger	H14
10.104	Correctional Custodial Worker	H15
10.110	Correctional Heating and Air Conditionin	H24
10.111	Correctional Maintenance Mechanic I	H17
10.112	Correctional Maintenance Mechanic II	H21
10.313	Traffic Sign Fabricator	H16
10.315	Traffic Sign Painter	H21
10.346	Traffic Signal Maintenance Technician I	H19
10.347	Traffic Signal Maintenance Technician II	H23
10.390	Traffic Sign and Marking Associate	H15
10.391	Traffic Sign and marking Mechanic	H19
10.392	Traffic Signal Construction Associate	H15
10.393	Traffic Signal Construction Mechanic	H19

SIDE LETTER AGREEMENT BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
AND
BALTIMORE COUNTY ADMINISTRATION

Norman Anderson, President
American Federation of State, County
and Municipal Employees (AFSCME)

Dear Mr. Anderson:

During FY'21 labor negotiations, Baltimore County and AFSCME agreed to address the following matters for fiscal year 2021:

- A. The County agrees that a study will be conducted by its Classification and Compensation Division of the Office of Human Resources to determine whether salaries for AFSCME members should be adjusted up to be comparable to surrounding jurisdictions. That study will be completed by October 1, 2020 and submitted to the County Executive for his review. The agreement to conduct the study is not an agreement to implement the study.
- B. The County agrees to conduct an actuarial study to determine whether a DROP can be implemented in a cost neutral COUNTY DROP. The County and the Union will equally share the cost of any actuarial study or valuations up to the first ten thousand dollars (\$10,000). The study will be completed by October 1, 2020 and will be presented to the County Executive for review. The agreement to conduct the study is in no way to be interpreted as agreement to implement DROP.
- C. The County agrees to meet with AFSCME during FY'21 in a Labor Management group to discuss how many part-time County employees are occupying AFSCME job classifications, how long the employees have been in the position and any obstacles to placing the employee(s) in a merit position. The parties will make mutually acceptable recommendations to the CAO to review and determine the need to establish a policy regarding the future use of part-time County employees in AFSCME job classifications, to include duration and path to merit employment.
- D. The County agrees to meet with AFSCME during FY'21 in a Labor Management group to discuss consistent application of Personnel Manual, Section 9.12 - "Permission Leave" as it applies to supervisors granting AFSCME employees paid permission leave to obtain or renew their driver's license needed to fulfill the duties of their position.

EXHIBIT M

Baltimore County Administration

American Federation of State, County and
Municipal Employees (AFSCME)

By: _____
Drew Vetter
Deputy County Administrative Officer

By: _____
Norman Anderson, President
AFSCME

Date: _____

Date: _____



JOHN A. OLSZEWSKI, JR.
County Executive

STACY L. RODGERS
County Administrative Officer

SIDE LETTER AGREEMENT
BETWEEN
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)
AND BALTIMORE COUNTY

This Side Letter Agreement is entered into between Baltimore County (hereinafter, the County) and the American Federation of State, County and Municipal Employees (AFSCME) on 13 day of May, 2020.

Whereas, the County and the Union have entered into a tentative collective bargaining agreement, subject to Baltimore County Council approval covering all AFSCME employees in Pay Schedule II as defined in Section 1.2 of the collective bargaining agreement.

Whereas, per direction from the County Council, the County and the AFSCME desire to modify certain provisions of said Agreement in light of the significant economic impacts to the County's revenue as a result of the COVID-19 pandemic.

Now, therefore, in consideration of the mutual promises contained hereinafter, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, by the parties, the County and Union agree as follows:

1. The original Tentative Agreement remains in full force, with the exception that the following changes will instead become effective on June 30, 2021:
 - A. July 1, 2020 Pay Schedule II longevity years amended to occur at 10 years, 15 years, 20 years, 22 years, 25 years, and 29 years;
 - B. January 1, 2021 pay schedule II salary scale increased by two percent (2%);
 - C. Safety Shoes - ... Upon application of the employee to the Safety Office, the Safety Office may approve up to an additional one hundred (\$100) for the purchase of a shoe that is required for personal protection equipment.
 - D. Educational Assistance - ... total reimbursement up to ~~two thousand (\$2,000)~~ three thousand (\$3,000) in fiscal year 2021; and
 - E. Cleaning Allowance - All employees will receive a cleaning allowance of ~~two hundred seventy-five dollars (\$275)~~ three hundred and fifty dollars (\$350) for clothing maintenance per contract year ...
2. Supporting Exhibits provided to reflect the Pay Schedule II scale adjustments will be replaced with the new scales, reflecting an effective date of June 30, 2021.

5/13/2020

3. This letter shall be included as an Appendix to the Memorandum of Understanding between AFSCME and the Baltimore County Administration.

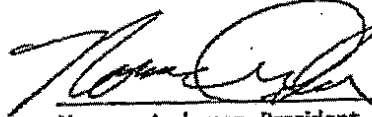
In witness whereof, with the intent of altering the Tentative Agreement reached between the parties, the County and AFSCME have executed this Side Letter, on the date set forth above:

On behalf of Baltimore County



Drew Vetter, Deputy County Administrative Officer

On behalf of AFSCME



Norman Anderson, President